

Terms and Conditions of Purchase

Definitions

In these conditions the following expression shall have the following meaning:

The "Purchaser" shall mean Space Engineering Services Limited (SESL) and / or any subsidiary / associated company

The "Supplier" shall mean the person, firm or company with whom the order is placed

The "Sub-Contractor" shall mean the person, firm or company with whom the order is placed

The "Goods" shall mean any materials, Goods or Services, including designs as described in the order or as otherwise agreed to be supplied by the supplier.

The "Works" shall mean any labour and associated materials, Goods or Services, including designs, as described in the order or as otherwise agreed to be supplied by the Supplier or sub-contractor.

The "Specification" shall mean the technical description (if any), drawing, sample or packaging of the Goods or Services referred to in the Order.

The "Quotation" shall mean the quotation provided by the Supplier to the Purchaser for the supply of Goods or Services

The "Order" shall mean the order, or subsequent purchase order amendment placed by the Purchaser for the supply of Goods or Services

The "Client" shall mean the customer of SESL who will ultimately receive the Goods or Services

General

These terms and conditions apply in preference to and supersede any terms and conditions referred to, offered and relied upon by the Supplier whether in negotiation or at any stage in the dealings between the Purchaser and the Supplier with reference to the Goods or Services to which this contract relates.

No responsibility shall be accepted by the Purchaser for any order unless issued on an official order from the Purchaser accompanied with an official order number

Telephone and verbal orders given by the Purchaser are only given under these Conditions, and to the exclusion of any other terms and conditions and must be accompanied by an official order within 48 hours in order to be legally binding

Nothing herein shall deprive the Purchaser from its rights under Common Law or Statute Law.

Supplier Responsibilities

The Supplier must be an Approved Supplier to the Purchaser and have completed the Pre-Qualification Questionnaire PQQ

The Supplier warrants that the transaction and the Goods or Services comply in all respects with UK legislation, laws, regulations, codes and orders ruling at the time. In the case of Goods or Services for shipment overseas, the Supplier shall, in addition, ensure compliance with all Government legislation, regulations, codes or orders of the country of dispatch and destination.

The Supplier confirms it complies with all requirements of the Modern Slavery Act 2015.

The Supplier confirms it complies with the requirements of the Ethical Trade Initiative Base code (the ETI base code).

The Supplier shall be deemed to have inspected the order and Main Contract and shall observe all duties and obligations thereunder and shall have satisfied itself with regard to all aspects of the Goods or Services, including access and site conditions. A copy of the order or Main Contract will be held at the trading address of the Purchaser and may be inspected by the Supplier giving 5 working days' notice. The Supplier shall undertake towards the Purchaser the like obligations and liabilities as are imposed on them by the Main Contract, and shall be liable for and shall indemnify the Purchaser against any claim, demand, damages, costs, charges, loss, expense or proceedings whatsoever arising out of or in connection with any failure to perform such obligations or to fulfil such liabilities in respect of the Goods or Services

Any terms or conditions of the Supplier shall be excluded unless expressly agreed by the Purchaser in writing

The order of precedence of the Contract Documents is: The Order; then, these Conditions; then, the provisions of the Main Contract; then, any other Contract Documents.

A waiver of any provision must be in writing to be effective and a waiver of any provision, or failure or delay to exercise any right by the Purchaser shall not constitute a waiver of any subsequent breach of the same or any other provision.

The provisions of this Contract are severable and if any one or more such provisions are judicially determined to be unenforceable in whole or in part the remaining provisions shall nevertheless remain binding and enforceable. Nothing in this Contract confers or intends to confer any right to enforce any of its provisions on any person other than the parties to it.

The Supplier shall make itself aware of the Client Specification, and that it complies in full and at all times

In providing the Goods and Services, the Supplier shall:

- Co-operate with the Purchaser in all matters relating to the Services, and comply with all instructions of the Purchaser and their Client
- Supply the Goods or Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade
- Employ personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract
- Ensure that the Goods and Services will conform with all descriptions, standards and specifications set out in the Specification, and that they will be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier
- Provide all equipment, tools and vehicles and such other items as are required to provide the Goods or Services
- Use the best quality goods, materials, standards and techniques, and ensure that all goods and materials supplied and used in the provision of the Goods or Services or transferred to the Client, will be free from defects in workmanship, installation and design
- Obtain and maintain at all times, licences and consents which may be required for the provision of the Goods or Services
- Comply with all applicable laws, regulations, regulatory policies, guidelines, or industry codes which may apply from time to time to the provision of the Services, and with the Mandatory Policies
- Observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises
- Observe all environmental and waste management laws and regulations and any other requirements that apply at any of the Client's premises.
- Hold all materials, equipment and tools, drawings, specifications and data supplied by the Client to the Supplier (Client Materials) in safe custody at its own risk, maintain the Client Materials in good condition until returned to the Client, and not dispose or use the Client Materials other than in accordance with the Client's written instructions or authorisation
- Not do, or omit to do, anything which may cause the Client to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Client may rely or act on the Services
- Comply with any additional obligations as set out in the Specification and Client requirements

Purchaser Rights and Termination

If the Supplier fails to inform the Purchaser of a delay in providing the Goods or Services by the applicable dates, in writing and giving 21 days notice of the delay, then the Purchaser shall, without limiting or

affecting other rights or remedies available to it, have one or more of the following rights:

To make due consideration of the outstanding Goods and Services made readily available under the original Contract

To terminate the remainder of the Contract by giving written notice to the Supplier after the 21 day notice period has elapsed

To offset any legitimate costs incurred by the Purchaser in obtaining substitute services from a third party

To require a refund from the Supplier of any deposit paid in advance for the Goods or Services that the Supplier has not provided

To claim damages for any additional costs, loss or expenses incurred by the Client which are in any way attributable to the Supplier's failure to meet such dates

The Purchaser shall be entitled to immediately terminate the Order Where;

The Purchaser has reason to believe that there was a risk of the Supplier being or becoming insolvent, without prejudice to any other rights or remedies which the Purchaser might possess

The Purchaser's employment under a contract with its client or a third party ceases

The Supplier is guilty of gross misconduct or fails to comply with the provisions of this Contract in any way

In the event of termination, all payments due to the Supplier will be held until such time as the total amount due under this and all other contracts can be fully valued and any sum due to, or from, the Supplier will then fall due for payment.

Specification and Performance

The Specification for the Goods or Services means either; the details contained directly in the Quotation where no Purchaser Specification exists, or the Client Specification issued by SESL to provide the Quotation. No other information will be considered as part of the Specification

The Performance of the Goods or Services will be detailed directly in the Quotation by the Supplier who will be responsible for ensuring the Goods or Services to be provided meet or exceed the Specification or tolerances. No other information will be considered as part of the Performance

The Supplier shall not alter or amend in any way the size of the Goods or Services or the Specification without the prior approval of the Purchaser in writing and all dimensions furnished in any way to the Purchaser shall be deemed to be certified and accurate

The Goods or Services shall comply with the accepted British Standards and/or any relevant trade standards/regulations, including any appropriate international trading standards/regulations.

The Supplier shall be responsible for ensuring that its Goods or Services comply with health and safety regulations, legislation, codes and orders. Any hazardous substances under COSHH regulations shall be advised to the Purchaser and appropriate data sheets supplied.

The Supplier shall ensure that any Goods or Services supplied comply with the appropriate Directives/Regulations by the mandatory implementation dates for such Directives/Regulations and shall forward the relevant Declaration of Conformity/Manufacturer's installation, Operating and Maintenance Instructions to the Purchaser.

Quotation and Acceptance

The prices stated in the Quotation shall reflect the information contained in the Specification and any error or omission by the Supplier resulting in a difference in pricing shall be borne by the Supplier

When the Purchaser orders the Goods or Services, confirmation, or silence by the Supplier within 2 working days is taken as order acceptance.

The Supplier Quotation must detail the cost of packaging, logistics and transport separately from the cost of the Goods or Services

Pricing

The prices stated in the Order shall be firm and not subject to variation unless otherwise agreed in writing. Where the Order provides for the price to be subject to variation, the Supplier shall provide certified statements substantiating the variation. If these are deemed excessive by the Purchaser, the Purchaser shall have the right to cancel the Order or any part thereof or pay such price as the Purchaser shall deem reasonable.

Packaging

All Goods or Services shall be securely packaged free of charge and in such a manner to reach the Purchaser or Client location in as new condition

The Goods or Services shall be fully and accurately described on all tickets, labels, invoices, packaging and delivery notes, quoting the Purchaser's official order number

The Supplier shall submit with the Goods or Services full instruction for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods or Services and which could render them unsafe

Unless advised in the initial quotation, the Purchaser shall not be responsible for returning, or for the cost of returning, any packaging materials

Payment

Unless otherwise agreed in writing:

Payment shall be made 60 days from the end of the calendar month in which the Goods or Services are received

For incorrectly submitted invoices, the time for payment shall be calculated from the date of the correcting invoice or credit note without surcharge or forfeit of any prompt payment discount.

Following delivery of the Goods or Services in accordance with the Order, the Supplier shall submit invoices clearly showing the purchase order number, to the Purchaser accounts payable address. Invoices must be dated when they are raised. Back dated invoices will be treated as having been dated on the day of receipt.

Invoices must be submitted promptly. Invoices received more than 2 days after the end of the month will be treated as dated on the 1st of the following month. Where the supplier is nominated by a client of the Purchaser, then the same payment terms from the Client to the Purchaser will be applied by the Purchaser to the Supplier.

It is a condition precedent for any payment due that the Supplier shall have provided all necessary manuals, health & safety documentation, drawings, bonds, warranties, guarantees and certification, and that the Supplier maintains insurances as required under the Order or Contract, and is able to and does continue any defects correction liabilities.

No payment shall be due to the Supplier if The Purchaser believes the Supplier to be insolvent.

Where the Client under the Main Contract becomes insolvent, no payment shall fall due to the Supplier.

Without prejudice to any other rights or remedies which The Purchaser might possess, The Purchaser shall be entitled to immediately terminate the Order in the event that the Supplier fails to properly perform, carry out and/or complete the Contract in any way; or the Sub-Contractor takes any action, or fails to take any action, which would lead The Purchaser to reasonably believe that there was a risk of the Sub-Contractor being or becoming insolvent; or

The Purchaser's employment under a contract with its client or a third party ceases; or if in the opinion of The Purchaser, the Sub-Contractor is guilty of gross misconduct or fails to comply with the provisions of this Contract in any way; or

The Purchaser is required under a contract with its client or a third party to determine the Sub-Contractor's employment.

In the event of termination, The Purchaser shall have the right to employ others to carry out and complete the Contract and offset any outstanding payments accordingly.

In the event of termination, all payments due to the Sub-Contractor will be held until such time as the total amount due under this and all other contracts can be fully valued and any sum due to, or from, the Sub-Contractor will then fall due for payment.

Sub-Contractor Payment

Where the Supplier is a Sub-Contractor, payments will be subject to the Purchaser's Sub-Contractor Payment Process, where this applies, the Sub-Contractor shall request a copy from the Purchaser and the terms of the process shall apply.

CIS TAX

Where required under the Construction Industry Scheme (CIS), the Purchaser will verify the Sub-Contractor with HMRC to determine payment status. If 'Standard Rate' payment status is confirmed, the Purchaser will deduct 20% on all labour works undertaken, however

if the relevant invoice does not breakdown labour/materials, 20% labour will be deducted on the whole invoice value (exc VAT).

DRC (Domestic Reverse Charge)

(i) DRC will only apply if the Purchaser is not an End User or Intermediary Supplier (i.e. one that is connected or linked to the end user). Space Engineering Services are not an End User or Intermediary Supplier however if this is not the case on a specific contract, you will be notified in advance. (ii) Where payments are required to be reported through the Construction Industry Scheme (CIS) and if the Sub-Contractor is registered for VAT, the Sub-Contractor shall not charge VAT on supplies of building and construction services. Instead, the Purchaser must account for the VAT due. This only applies on invoices that are solely for labour or invoices that include labour. Any invoices that are solely for materials or services outside of the Construction Industry Scheme (CIS) can still charge VAT at the relevant rate.

Delivery

The time stipulated for the delivery shall be of the essence. The Purchaser reserves the right to refuse delivery of the whole or any part of the Goods or Services if they are supplied before the time specified and any changes relating thereto shall be the responsibility of the Supplier.

The Goods or Services shall be delivered carriage paid to the address shown on the Purchaser's official order. Delivery of Goods or Services is deemed to include offloading and placement to the reasonable instructions of the Purchaser.

Deliveries shall always be of the total ordered unless phased deliveries have been specified by the Purchaser. Any Goods or Services delivered in excess of the amount stated in the order may be accepted or rejected at the Purchaser's option.

If the Supplier does not deliver the Goods or Services, or any part thereof, in accordance with the above, the Purchaser shall be entitled to terminate the contract, purchase other Goods or Services to make good such a default, and recover the cost from the Supplier.

Sub-Contractor Delivery

The Sub-Contractor shall carry out and complete the Works with due diligence and in a good and workmanlike manner, in accordance with the Contract, to the satisfaction of the Purchaser. The Sub-Contractor agrees to enter into warranties as required of it by the Purchaser and / or under the Main Contract.

Where the Works involve any element of design, the Sub-Contractor warrants that it shall design the Works with all reasonable care, skill and expertise to be expected of a competent professional experienced in the design of similar work and in similar conditions. The Sub-Contractor is to ensure that the design and the Goods/ Works comply with all relevant statutory requirements and standards.

The works shall include the provision of labour, plant, materials, design, installation, supervision, co-ordination, delivery, unloading, distribution, access, protection of the Works, cleaning and clearing away rubbish and debris, method statements, risk assessments, bonds, warranties, guarantees, drawings, manuals and commissioning as required by the Purchaser.

The Works shall be completed at the Sub-Contractor's own risk and expense at the places and by the dates specified by the Purchaser. The Sub-Contractor shall be liable for any damage, loss, shortage, charges, costs, expense, defect, flaw, failing or deficiency in the performance and delivery of the Goods/ Works as advised to the Sub-Contractor by the Purchaser. Any such amounts shall be deductible from any amounts due to the Sub-Contractor, and recoverable from the Sub-Contractor as a debt.

Title to and the property in the Goods/ Works shall pass to the Purchaser once the Goods/ Works have been received or paid for, whichever is earlier. Risk in the Goods/ Works shall remain with the Sub-contractor and shall only pass to the Purchaser on receipt or final payment for the same, whichever is later.

The Goods/ Works supplied under this Contract shall entirely be fit for purpose in all possible regards and shall come with all reasonable and applicable manufacturer's warranties and guarantees. All Goods/ Works shall correspond in all respects with the higher of the statutory standards and the standards, specifications and quality required by the Purchaser.

The Sub-Contractor shall be responsible for the safe execution of the Works and shall comply with all relevant legislation and reasonable requests of the Purchaser, its servants or agents involved with the project, for securing the health and safety of all persons employed on the project, and such other persons who may be affected by the work or operations of the Sub-Contractor. The Sub-Contractor indemnifies and shall save harmless the Purchaser for any breach hereof. If, as a consequence of any action and / or inaction of the Sub-Contractor, any person suffers personal injury or death, or any damage or interference is caused to any property or works, then the Sub-Contractor shall be liable for and shall indemnify the Purchaser against any expense, loss, cost, claim, liability, damages and proceedings whatsoever arising.

The Sub-Contractor shall not without the written consent of the Purchaser assign, transfer, or sub-let any obligations under the Contract or any part thereof. Where such consent is given, it shall not relieve the Sub-Contractor of any of its obligations under the Contract.

If the Purchaser notifies the Sub-Contractor of any defect in the Works or breach of this Contract, the Sub-Contractor will rectify immediately at its own expense and risk. Should it fail to do so, the Purchaser shall be under no liability to pay any further sum to the Sub-contractor until the same have been rectified. The purchaser shall be entitled to offset any costs incurred by them in resolving the noncompliance.

Should the Sub-Contractor fail in any way to provide the Goods/ Works in full compliance with this Contract by the completion date; the Sub-Contractor shall immediately be liable to the Purchaser for any loss, expense and/or damage which may incur. The Sub-Contractor shall also be liable for any consequential loss arising out of or in connection with any default by the Sub-Contractor and the total liability of the Sub-Contractor for any loss arising under or in connection with this Contract shall be unlimited.

The Sub-Contractor shall commence the Works at the commencement date, or as otherwise instructed in writing by the Purchaser. The Sub-Contractor shall proceed regularly and diligently and complete the Works by the completion date and / or within the period stated in the Contract, or as otherwise directed in writing by the Purchaser. Time shall be deemed to be of the essence.

The Sub-Contractor shall work in accordance with the project programme and the Purchaser shall not be responsible for any costs whatsoever arising as a result of changes thereto. The Sub-Contractor shall reimburse the Purchaser for all and any losses likely to be incurred by as a consequence, foreseeable or otherwise of the Sub-Contractor's failure to complete the Works within the period or by the completion date stated, or as otherwise directed by the Purchaser.

The Sub-Contractor shall not cause delay to any other work on the Site, but if it does, it shall indemnify the Purchaser from any losses which may be incurred.

The Sub-Contractor shall notify all delays in writing to the Purchaser immediately with the reasons for, and duration of all delays, and shall notify in writing all information which may be required to avoid delay to the Works. No extension of time will be due or claims allowed for failure to secure or manage labour, plant or materials.

The Purchaser may vary, add to, omit from, change or alter the performance of the Contract only by way of an express instruction in writing. No such instruction shall vitiate this Contract. On issue of any such instruction, the Sub-Contractor shall immediately conform therewith, with no effect on either the time or the payment for performance of the Contract.

The Purchaser shall not be liable for any additional costs arising from any instruction, direction or variation being given otherwise than in writing by the Purchaser, or not confirmed in writing together with cost and programme implications by the Sub-Contractor to the Purchaser within 7 days of such instruction. The Purchaser shall not be liable for any loss of the Sub-Contractor arising from or connected to the omission of any part of the Goods/ Works.

Payment for any change shall only be on receipt of a written instruction from the Purchaser, and shall be valued on fair and reasonable basis, and where possible by analogy to the Price.

Force Majeure

Neither the Supplier nor the Purchaser shall be liable to the other for any failure to fulfil its obligation under the contract if such a failure is caused by circumstances beyond their control. In the event of failure, the Supplier shall notify the Purchaser as promptly as possible, but not later than 2 days from the occurrence.

Indemnity

In addition to all warranty and conditions applied by law, the Supplier guarantees the fitness for purpose for which the Goods or Services are intended and shall indemnify the Purchaser against all claims, cost, expenses, loss or damage whether direct or consequential which the Purchaser may suffer, howsoever arising, from the Suppliers breach of any of its obligations under this contract. The Purchaser may, at its sole discretion request that the Goods or Services be replaced or made good by the Supplier in the event of such Goods or Services being the subject of any fault in the period of 12 months after having been brought into service.

Any Goods or Services replaced or made good shall be treated as having been Goods or Services supplied under the Order at the time of replacement for making good and be subject to all the terms and conditions of the Purchaser contained herein.

Insurance

The Supplier shall insure with a reputable insurance company in respect of damage and or injury to persons and or property occasioned by negligence of the Supplier or on the part of their servants or occasioned as a result of the Goods or Services being unfit for their purpose or defective or unsafe or deemed to be unsafe of the amount not less than £5,000,000, or as otherwise agreed in writing by the Purchaser with the Supplier, in respect of each occurrence and shall keep such insurance in force and produce at any time on demand the policy or policies and receipt of the current premium and shall indemnify and keep indemnified the Purchaser against all such liabilities.

The Sub-Contractor shall maintain such insurances as required by The Purchaser and the Main Contract, including but not limited to employer's liability, public liability, contractor's all risk, products liability and professional indemnity, and as necessary to cover the liability of the Sub-Contractor in respect of personal injuries or deaths arising out of or in the course of, or caused by the carrying out of the Contract, and damage to property.

The Sub-Contractor shall indemnify The Purchaser for any action of the Sub-Contractor which shall cause The Purchaser to suffer loss or expense or become liable in damages. All insurance is to be to the reasonable satisfaction of The Purchaser.

The Purchaser requires written evidence of these insurances as a condition precedent to any payment becoming due. In the event that the Sub-Contractor fails to provide the same, The Purchaser may provide such insurance and deduct any costs incurred plus 10% from any payments due to the Sub-Contractor.

The Purchaser shall be under no liability in respect of any loss, theft or damage of or to plant, tools, materials, equipment, or facilities of the Sub-Contractor, whether they be unfixed or fixed on site.

Rejection of Goods or Services

The Goods or Services shall, in every respect, be equal to description of sample supplied and to the specification, including packaging. The Purchaser reserves the right to reject, at the Supplier's expense, the whole or part of any consignment in which defective Goods or Services or packaging are found.

If the Purchaser elects to make rejectable Goods or Services fit for purpose the Supplier shall be debited with the cost thereof. Rejected Goods or Services shall be held at the Suppliers risk and must be removed at their expense.

Any acceptance of such Goods or Services by the Purchaser shall be without prejudice to any rights the Purchaser may have against the Supplier

Cancellation

The Purchaser reserves the right to cancel the Order by giving written notice to the Supplier, providing such notice is given not less than 30 days before the agreed date of delivery.

The Purchaser recognises that cancellation may cause loss and expense to the Supplier and, therefore, provided that the Supplier can establish to the satisfaction of the Purchaser that they have suffered such loss and expense, the Purchaser shall indemnify the Supplier subject to such indemnity not exceeding 25% of the Order value of the actual Goods or Services cancelled. Such indemnity shall constitute the Purchaser's sole liability upon cancellation.

Infringement of Patent

The Supplier guarantees that the sale or use of the Goods or Services shall not infringe any British or foreign patent trademark, trade name, or registered design and hereby indemnifies the Purchaser against all actions, costs, claims, demands and expenses arising out of or resulting from any actual or alleged infringement and undertakes at their own expense to defend or assist in the defence of any action which may be brought in respects of such infringement.

Restriction on Sale

In the case of any Goods or Services which have been designed by and manufactured by the Supplier in accordance with drawings and/or specifications or patterns supplied by the Purchaser, the Supplier agrees not to sell such Goods or Services to any person, firm or company except against an Order of the Purchaser or with the permission of the Purchaser in writing. The Supplier further undertakes not to manufacture quantities in excess of the Order for the purpose of sale. The drawings and/or Specifications or patterns shall remain the property of the Purchaser and shall be returned by the Supplier to the Purchaser on demand and the Supplier shall not keep any copies.

Inspection

At all reasonable times duly accredited representatives of the Purchaser shall be permitted to inspect the Goods or Services at any stage of manufacture.

Quality Assurance

The Supplier shall be required to operate to a Quality System such as BS EN ISO 9000 which ensures that the Quality of Products(s) to be provided conform to the specified requirements of the Order. The supplier shall have clear processes for quickly processing and rectifying nonconforming products and services.

Assignment

The Supplier shall not assign or subcontract the whole or part of the order without written consent of the Purchaser.

Title of Goods or Services shall pass to the Purchaser on the earlier of payment or delivery; until such delivery is made the Goods or Services remain at the Supplier's risk in all respects.

Warranty

The Supplier will provide 24 months parts warranty for all Goods and 12 months warranty for all Services supplied which will be effective from the first date of being put to use. Where there are logistics and disposal costs associated with a warranty claim these will be borne by the Supplier

Obsolescence and Spare Parts

It shall be the Supplier responsibility to notify the Purchaser if the Goods, or part thereof, are scheduled to become obsolete within 12 months of the date of delivery. Notwithstanding any such obsolescence the Supplier warrants to provide, at a fair price, to be agreed between the Supplier and the Purchaser, spare parts for a period of 5 years or such length of period as may be prescribed by any proper Government or other authority after the date of delivery.

Publicity and Confidentiality

The Order and all details appertaining thereto shall be treated as confidential between the Purchaser and the Supplier, and shall not

be disclosed to any third party, nor used for publicity or promotional purposes without the consent of the Purchaser in writing. Information such as drawings, specifications, official documents and photographs shall not be shared without prior approval from the Purchaser.

Intellectual Property Rights

Intellectual Property Rights means patents, (utility models) rights to inventions, copyright and (neighbouring and) related rights, (moral rights) trademarks (and service marks), business names and domain names, rights in get-up (and trade dress), goodwill and the right to sue for passing off (or unfair competition), rights in designs, (rights in computer software) database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

All Intellectual Property Rights in or arising out of or in connection with the Goods or Services (other than Intellectual Property Rights in any Customer Materials) shall be owned by the Supplier. The Supplier grants to the Purchaser or shall procure the direct grant to the Purchaser of, a fully paid-up, worldwide, non-exclusive, royalty-free (perpetual and irrevocable licence OR licence during the term of the Contract) to copy (and modify) the IP Deliverables for the purpose of receiving and using the Services and the Deliverables.

Cyber Security

Suppliers and sub-contractors must take proactive and continuous measures to educate and manage their employees in mitigating cyber risks.

This includes implementing regular, mandatory cybersecurity awareness training tailored to the evolving threat landscape, ensuring all employees understand phishing, social engineering, password security, and data protection best practices.

Suppliers must enforce strict access controls, multi-factor authentication, and secure handling of sensitive data.

Modern Slavery, Acts of Bribery, Money Laundering, GDPR

The Purchaser operates in compliance with all the requirements of the above and expects the Supplier to provide Goods and Services

Approval

Please confirm that you have read and accepted Space Engineering Services Limited (the Purchaser) Standard Terms and Conditions of Purchase. In the absence of a signature the Supplier will be deemed to have read and accepted the terms and conditions.

Signed:

Print Name:

Company:

Date:

to a minimum of the same standards. Please request a copy of the Policies or refer to SESL website for further details

Arbitration

If at any time, dispute or difference whatsoever shall arise between the Purchaser and the Supplier upon or in relation to or in connection with the contract either party may give to the other notice in writing of the existence of such question, dispute or difference and at the request of either party the same shall be referred to the arbitration of a person to be mutually agreed upon or failing agreement within 14 days of receipt of such notice by a person appointed by the Chartered Institute of Arbitrators and pursuant to the Chartered Institute of Arbitration's Arbitration Rules 2015.

Bankruptcy

If the Supplier becomes bankrupt or insolvent, or having a receiving order made against them, or compound with their creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamation, or if a receiver shall be appointed in respect of whole or any part of parts of the undertaking and assets of the Supplier, the Purchaser shall be at the liberty either:

To terminate the contract forthwith by notice in writing to the Supplier, or to the receiver, or liquidator, or to any person in whom the contract may become vested, or to give such receiver, liquidator or other person the opportunity of carrying out the contract subject to their providing a guarantee for the due and faithful performance of the contract.

Law

These Conditions and the Order and the Contract of which they form part shall be governed by and construed in accordance with English Law and the Purchaser and Supplier submit to the jurisdiction of English Courts.

Adjudication

If at any time, any dispute or difference whatsoever shall arise between the Purchaser and the Sub-Contractor upon or in relation to or in connection with the Order either party may give to the other notice in writing and refer the same to Adjudication in accordance with the Scheme for Construction Contracts (England and Wales) Regulations 1998 (as amended) and pursuant to the corresponding provisions of the Housing Grants, Construction and Regeneration Act 1996 (as amended) ("HGCRA").