

STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 In these Conditions, the following words shall have the following meanings:

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

“Conditions” means the standard conditions of purchase set out in this Standard Terms and Conditions of Purchase

“Contract” means any contract for the sale and purchase of the Goods between Hale Hamilton and the Supplier comprising an Order incorporating these conditions;

“Goods” means all and any Equipment and/or Non-Equipment to be supplied to Hale Hamilton (including any part or parts of them) as set out in the Order;

“Hale Hamilton” means a company incorporated in England with company number 1563775, whose registered office is at Cowley Road, Uxbridge, Middlesex UB8 2AF.

“Intellectual Property Rights” means any existing and/or future patent, copyright, registered design or unregistered design right, trade marks (whether registered or not) and all similar intellectual property rights, including those subsisting in any part of the world and in any application for any of the foregoing (throughout the world);

“Order” means Hale Hamilton’s purchase order;

“Price” means the price of the Goods as stated in the Order;

“Supplier” means the person, company or organisation to whom the Order is addressed.

1.2 In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions, headings will not affect the construction of these Conditions.

2. APPLICATION OF TERMS

2.1 These Conditions shall govern the Contract to the exclusion of any other terms and conditions including any terms and conditions which the Supplier purports to apply under any quotation, confirmation of order, specification or other document. No variations to these Conditions shall be binding unless agreed in writing between the authorised representatives of Hale Hamilton and the Supplier.

2.2 Hale Hamilton’s rights under these Conditions are in addition to the statutory conditions implied in favour of Hale Hamilton by the Sale of Goods Act 1979.

2.3 Orders placed by Hale Hamilton shall be subject to these Conditions.

2.4 Hale Hamilton’s employees, sub-contractors and/or agents are not authorised to make any representations and/or warranties concerning the Order unless confirmed in writing by a duly authorised representative of Hale Hamilton.

2.5 The Supplier is requested to acknowledge receipt of an Order and return the Order acknowledgement form within 2 Business Days of receipt of the Order.



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2.6 Acceptance or acknowledgement of an Order by the Supplier constitutes acceptance of these Conditions. If an Order is not accepted as written, it should be returned immediately to Hale Hamilton with an explanation. The Supplier's shipment of any Goods shall constitute acceptance of these Conditions by the Supplier, even if an acknowledgement form, signed by the Supplier, has not been provided to Hale Hamilton.

3. DESCRIPTION

3.1 It is a condition of the Contract that the quality, quantity and description of the Goods shall be as set out in Hale Hamilton's Order and/or as otherwise agreed in writing by Hale Hamilton.

3.2 The quantity of the Goods delivered to Hale Hamilton must not be less than nor exceed the quantity set out in the relevant Order without receipt or prior written authorisation from Hale Hamilton. If Goods are shipped without such authorisation, Hale Hamilton will not accept liability for the cost of such Goods.

4. PRICE

4.1 Unless otherwise agreed by Hale Hamilton in writing, the Price of the Goods shall be the Price set out in the Order.

4.2 No increase in the Price may be made without the prior written consent of Hale Hamilton.

4.3 The Price shall be inclusive of:

4.4 any applicable value added tax or other sales tax (unless agreed otherwise by Hale Hamilton in writing in which case Hale Hamilton will in addition pay VAT subject to receipt of a valid VAT invoice);

4.5 all charges for packaging, packing, shipping, carriage, insurance and/or delivery of the Goods and any other duties, imports or levies (unless agreed otherwise by Hale Hamilton in writing); and

4.6 any expenses incurred by the Supplier in the performance of the Services (unless agreed otherwise by Hale Hamilton in writing).

4.7 Hale Hamilton shall be entitled to any discount for prompt payment, bulk purchase and/or volume of purchase customarily granted by the Supplier.

5. PAYMENT

5.1 Unless otherwise agreed in writing between the parties, payment shall be made by Hale Hamilton within 60 days from the date the invoice is received or if later, 60 days after the Goods are received.

5.2 Any discount date or due date will be calculated from the date the invoice is received by Hale Hamilton.

5.3 Payment shall be made by Hale Hamilton subject to receipt of an original valid invoice which must quote the relevant purchase order number and which, in the case of a UK Supplier, must be a valid VAT invoice. Hale Hamilton shall not be liable to make any payment to the Supplier without receipt of such an invoice.

5.4 Unless agreed otherwise in writing between the parties, payment shall be made by Hale Hamilton to such bank account as the Supplier notifies to Hale Hamilton. Hale Hamilton shall have



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no liability for any late payment if this arises as a result of the Supplier's failure to provide its bank details in time and/or the Supplier giving Hale Hamilton incorrect bank details.

5.5 The Supplier may invoice Hale Hamilton on or at any time after delivery of the Goods (as relevant). Invoices must refer only to the Goods actually delivered and in respect of any Goods, shall detail the item, quantity in each consignment, show its individual value and the relevant purchase order number.

5.6 Hale Hamilton may set off against the Price, any sums owed to Hale Hamilton by the Supplier.

6. VARIATIONS

6.1 Hale Hamilton reserves the right to change the specifications and delivery dates relating to the Goods. The Price shall be equitably varied to take account of any such change and the contract shall be varied accordingly.

7. TITLE AND RISK

7.1 The Supplier shall be liable for any loss or damage to the Goods, howsoever caused until the Goods have been unloaded at the stated delivery address set out in the Order. The Supplier shall insure the Goods until such time when risk shall pass to Hale Hamilton.

7.2 If Hale Hamilton is unable to take delivery of any Goods at the due time for delivery, the Supplier shall store the Goods on Hale Hamilton's behalf until Hale Hamilton confirms that the Goods may be delivered.

7.3 Title to the Goods shall pass to Hale Hamilton upon delivery or upon payment by Hale Hamilton of the Price for the relevant Goods, whichever is the earlier. Notwithstanding the fact that title in the Goods may have passed to Hale Hamilton prior to the Goods being inspected by Hale Hamilton, Hale Hamilton shall nevertheless retain its rights as set out in Clause 11.7, in relation to any Goods which do not comply with the terms of the Contract.

8. INSPECTION

8.1 Hale Hamilton or Hale Hamilton's end customer may at any time during the course of manufacture or otherwise inspect Goods to be supplied (subject to Hale Hamilton first giving Supplier reasonable notice of such inspection). Inspection by Hale Hamilton shall neither relieve Supplier of its obligations under the Purchase Order or otherwise nor waive Hale Hamilton's rights or remedies provided under the Purchase Order or otherwise.

9. EXPEDITING

9.1 Hale Hamilton shall be granted access to any and all parts of Supplier's work premises and those of its sub-suppliers. Supplier shall expedite all Goods ordered through sub-purchase orders on a regular basis and visit sub-supplier's facilities or premises when necessary.

10. DELIVERY AND ACCEPTANCE



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10.1 Time for delivery of Goods is of the essence for an Order. Failure to deliver Goods of the requisite quality and quantity within the time or times specified shall, at the option of Hale Hamilton, relieve it of any obligation to accept and pay for such Goods, as well as any undelivered instalments of Goods and Hale Hamilton shall be entitled to terminate the Contract immediately.

10.2 Upon failure to deliver and/or perform as specified, Hale Hamilton may purchase replacements for such Goods elsewhere and charge the Supplier with any loss, damages and expenses incurred thereon.

10.3 Hale Hamilton may in its absolute discretion agree in writing to deferred delivery. It shall not constitute a waiver of Hale Hamilton's rights with respect to deliveries of any subsequent instalments of the Goods. Time shall be of the essence for any extension of time for delivery and/or performance agreed by Hale Hamilton.

10.4 Goods must be securely packed and protected at all times so as to reach their destination in an undamaged condition. The packaging, internally and externally, must be strong and secure. Damage to any Goods not packed to ensure proper protection will be charged to the Supplier.

10.5 The Supplier shall notify Hale Hamilton in writing in advance of the anticipated delivery date.

10.6 The Supplier shall ensure that each delivery of Goods is accompanied by:

10.7 a detailed packing list showing the items in each package, the number of packages and weights and dimensions;

10.8 a delivery note setting out details of items delivered, Hale Hamilton's Order number and the date of the Order; and

10.9 any other documentation specified by Hale Hamilton.

10.10 Acceptance of all Goods will be subject to the inspection and approval of Hale Hamilton within a reasonable period after delivery. If Goods are rejected, Hale Hamilton shall, in writing, so notify the Supplier and Hale Hamilton at its option and, at the expense and risk of the Supplier, may either return such rejected Goods to the Supplier or hold them for such disposal as the Supplier shall indicate.

10.11 Hale Hamilton may reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until Hale Hamilton has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

10.12 Any signature by Hale Hamilton or on Hale Hamilton's behalf on receipt of the Goods is only confirmation that Goods have been delivered and not that the Goods are of the correct quantity, quality, specification, materials, design and/or workmanship.

11. WARRANTIES

11.1 The Supplier warrants to Hale Hamilton that:

11.2 the Goods will be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier by Hale Hamilton; will be free from defects in design, material and workmanship; and will comply with all statutory requirements and regulations relating to the sale of the Goods;

11.3 the Goods have been produced in compliance with the requirements of all applicable laws, rules and regulations;

11.4 Hale Hamilton's purchase use and/or sale of the Goods in the form in which furnished to Hale Hamilton will not infringe any third-party Intellectual Property Rights or other rights;

11.5 the Price is not in violation of any applicable law, government decree, order, rule or regulation;



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11.6 it will notify Hale Hamilton immediately that it becomes aware of any health and safety hazards or issues which arise in relation to the Goods.

11.7 Without prejudice to any other right or remedy which Hale Hamilton may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract, Hale Hamilton 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 have been accepted by Hale Hamilton:

11.8 to rescind the Order;

11.9 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier and the Supplier shall immediately provide a full refund for any Goods returned that have been paid for by Hale Hamilton;

11.10 to refuse to accept any further deliveries of the Goods without liability to the Supplier;

11.11 to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and

11.12 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.

12. INDEMNITY

12.1 The Supplier shall indemnify in full, defend and hold harmless Hale Hamilton against all and any liability, loss, damage, costs, expenses (including legal expenses on a full indemnity basis) whatsoever awarded against or incurred or paid by Hale Hamilton in connection with: any act and/or omission or any breach of any tortious duty of care and/or statutory duty by the Supplier, its employees, agents and/or subcontractors; breach of any warranty given by the Supplier herein in relation to the Goods; any liability under the Consumer Protection Act 1987 in respect of the Goods and/or under any relevant local laws and/or regulations; and any claim or allegation that the Goods infringe or their importation, purchase, use or resale infringes the patent, copyright, design right, trademark or other Intellectual Property Right of any other person.

12.2 This indemnity shall extend to Hale Hamilton, its principals, successors, assigns, customers and users of the Goods.

13. CONFIDENTIALITY

13.1 The Supplier shall keep in strict confidence all technical and commercial know-how, processes, initiatives and/or documents which are disclosed by Hale Hamilton to the Supplier and any other confidential information concerning Hale Hamilton's business, its clients and/or services which the Supplier may obtain. The Supplier shall restrict disclosure of such confidential material to those of its employees, agents and/or sub-contractors who have a need to know the same for the purpose of enabling the Supplier to perform its obligations under the Contract and shall ensure that such persons are subject to obligations of confidentiality no less onerous than those set out in these Conditions.

14. TERMINATION

14.1 Hale Hamilton may cancel an Order in respect of all or part only of the Goods by giving notice to the Supplier at any time prior to delivery without any liability to the Supplier.



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14.2 Hale Hamilton may terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

14.3 the Supplier is in breach of the terms of the Contract;

14.4 the Supplier ceases or threatens to cease to carry on business;

14.5 the Supplier proposes to compound with its creditors, applies for an interim order under Section 252 Insolvency Act 1986, has a bankruptcy petition presented against it, enters into voluntary or compulsory liquidation, has a receiver, an administrator or administrative receiver appointed over all or any of its assets or takes or suffers any similar or analogous action in any jurisdiction or any step is taken (including without limitation, the making of an application or the giving of any notice) by it or by any other person in respect of any of these circumstances; and/or

14.6 Hale Hamilton reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

14.7 In the event that Hale Hamilton cancels an Order and/or terminates the Contract, the Supplier shall immediately refund to Hale Hamilton any advance payments made by Hale Hamilton in respect of any Goods not yet delivered to Hale Hamilton at the time of the cancellation and/or termination.

14.8 Termination of the Contract shall be without prejudice to any rights and remedies accrued by Hale Hamilton prior to termination.

15. ASSIGNMENT

15.1 The Supplier shall not assign, transfer and/or sub-contract any of its rights and/or obligations under the Contract without Hale Hamilton's prior written consent.

16. VALIDITY

If any provision in these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of other provisions herein and the remainder of the provision in question shall not be affected thereby.

17. GOVERNING LAW

The Contract shall be construed and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts, except that Hale Hamilton is entitled to enforce its rights in a court in any jurisdiction.



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