

GENERAL TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

1.1 Except where condition 28 applies, these terms and conditions (Terms) apply to every order placed by JENOPTIK Traffic Solutions UK Limited (“**Jenoptik**”) with any individual, firm or company (“**Supplier**”) for goods and/or services (“**Products**”) provided by that Supplier.

1.2 No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery advice note of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by Jenoptik in writing. In the absence of such acceptance the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of these Terms, and acceptance of any Products shall not constitute or be deemed to constitute acceptance by Jenoptik of the Supplier's terms or conditions.

2. ORDER AND ACCEPTANCE PROCESS

2.1 If Jenoptik wishes to purchase Products from the Supplier, Jenoptik shall inform the Supplier of its requirements and the Supplier shall provide Jenoptik with a quotation for the Products. If Jenoptik accepts the quotation, Jenoptik shall issue a purchase order (“**PO**”) for the Products. If Jenoptik does not accept the quotation, Jenoptik and the Supplier shall discuss and negotiate in good faith to agree the quotation and once the quotation is agreed, Jenoptik will issue a PO for the Products.

2.2 A contract for the purchase of the Products shall be formed when Jenoptik provides the Supplier with a PO and each contract (“**Contract**”) shall comprise the relevant PO and these Terms. To the extent of any inconsistency between these Terms and the PO, these Terms shall prevail unless otherwise agreed between the parties.

2.3 From the date on which Jenoptik provides the Supplier with a PO (“**Effective Date**”), the Supplier will be contractually bound to deliver the Products in accordance with the Contract, subject to these Terms.

2.4 After the Effective Date, the Supplier may not make any changes to the Products ordered or to the PO without Jenoptik's prior written consent.

2.5 Jenoptik is not obliged to accept any quotation from the Supplier or to issue any PO.

3. PRICE

3.1 The price to be paid for the Products (“**Price**”) shall be as set out in the PO. No variation of the Price shall be effective unless agreed in writing between the Supplier and Jenoptik.

3.2 The Price shall be inclusive of VAT, unless Jenoptik and the Supplier agree otherwise in the PO.

4. DELIVERY OF GOODS AND/OR PERFORMANCE OF SERVICES

4.1 All Products ordered by Jenoptik shall be delivered or

performed by the date specified in the PO (“**Delivery Date**”). Failure to deliver or perform the Products by the Delivery Date shall entitle Jenoptik to cancel the Contract without notice and without penalty. If Jenoptik cancels the Contract in accordance with this condition 4.1, Jenoptik shall be released from any further payment obligations and shall be entitled to receive a refund of any part of the Price already paid as at the date of cancellation.

4.2 Where the Products are goods:

- (a) delivery of the goods shall take place by the method and to the location specified in the PO;
- (b) title to the goods shall pass to Jenoptik on delivery; and
- (c) risk in the goods shall pass to Jenoptik when the goods have been accepted in accordance with condition 5.

4.3 The Supplier shall not make partial deliveries of any Products unless otherwise agreed in writing or set out in the PO.

5. ACCEPTANCE OF PRODUCTS

5.1 Unless otherwise agreed in the PO, after delivery or performance (as relevant) of the Products, Jenoptik shall have 30 days (“**Test Period**”) within which to test the Products as Jenoptik sees fit and to notify the Supplier of any defect in the Products (“**Defect**”). The Products shall be deemed accepted on the earlier of:

- (a) the date that Jenoptik notifies the Supplier that the Products are accepted; or
- (b) the expiry of the Test Period, provided that Jenoptik has not notified the Supplier of any Defect.

5.2 If Jenoptik notifies the Supplier of a Defect within the Test Period, the Supplier shall take all steps required to correct the Defect (including, where the Products are goods, issuing replacement goods) as soon as reasonably practicable. If the Supplier is unable to correct the Defect, Jenoptik shall be entitled, at its discretion, to:

- (a) reject the Products, cancel the relevant Contract and be released from any further payment obligations and/or receive a refund of any part of the Price already paid; or
- (b) accept the Products, subject to a reasonable abatement in the Price to reflect the Defect.

6. CANCELLATION

6.1 Jenoptik shall be entitled to cancel a Contract at any time before delivery or performance of the Products and:

- (a) where the Products are goods, Jenoptik shall be entitled to be released from any further payment obligations and/or receive a refund of any part of the Price already paid, save that if the goods are manufactured to Jenoptik's specification then Jenoptik shall be responsible for any part of the Price that represents unavoidable costs incurred in configuring the goods to Jenoptik's specification; and/or
- (b) where the Products are services, Jenoptik shall pay any part of the Price which relates to services already performed as at

the cancellation date (provided such services have been accepted in accordance with condition 5) and shall be entitled to receive a pro rata refund of any part of the Price already paid which relates to services yet to be performed as at the cancellation date.

7. INVOICES, PAYMENT AND SET OFF

7.1 Detailed priced invoices, which shall be valid VAT invoices, shall be sent by email (to accounts@jenoptik.com) or first class post to Jenoptik at the address detailed in the PO.

7.2 Unless otherwise agreed between the parties in the PO, invoices shall be sent immediately after the Products have been accepted in accordance with condition 5 and shall bear the Jenoptik PO number for the particular Contract.

7.3 Jenoptik shall pay all valid, undisputed invoices within 60 days of receipt of the invoice from the Supplier, or in accordance with any other payment terms agreed between the parties in writing.

7.4 Jenoptik may set off against any sums due to the Supplier under any Contract or otherwise any lawful set off or counterclaim to which Jenoptik or any other companies within the Jenoptik Group may at any time be entitled.

8. SUPPLIER'S WARRANTIES

8.1 The Supplier warrants that the Products shall:

- (a) conform with the PO and all other specifications provided by the Supplier as to the quantity, type, sort, quality and description;
- (b) be of satisfactory quality and fit for any purpose made known to the Supplier expressly or by implication and in this respect Jenoptik shall be entitled to rely on the Supplier's skill and judgement;
- (c) be free from defects in design, material and workmanship;
- (d) be new (unless otherwise specified in the PO) and of sound materials and provided using skilled and careful workmanship;
- (e) be genuine and not counterfeit; and
- (f) comply with all applicable laws, regulations and standards relevant to the particular Products.

8.2 If the Products do not comply with condition 8.1 above, Jenoptik is entitled at its option to do any of the following:

- (a) where the Products are goods, return the Products at the risk of the Supplier;
- (b) reject the Products and require the Supplier to re-deliver the Products;
- (c) accept the whole or part of the Products supplied by the Supplier but without prejudice to any rights of Jenoptik to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

8.3 The Supplier further warrants that it shall:

- (a) provide the Products in good faith in accordance with the Contract;
- (b) perform its obligations under the Contract with the highest level of skill, care and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) cooperate with Jenoptik in all matters relating to each Contract and comply with Jenoptik's reasonable instructions;
- (d) cooperate with any third party nominated by Jenoptik in all

matters relating to any Contract;

- (e) comply with Jenoptik Group's Code of Conduct for Suppliers (www.jenoptik.com/suppliers-coc)
- (f) use personnel who are suitably skilled and experienced to provide the Products;
- (g) maintain all consents, licences and permissions necessary to enable it to provide the Products in accordance with the Contract; and
- (h) to the extent applicable, observe all health and safety rules and regulations and any other reasonable security requirements that apply at Jenoptik's premises.

9. INTELLECTUAL PROPERTY RIGHTS

9.1 Each party shall retain ownership of all intellectual property rights vesting in that party as at the date of the Contract.

9.2 Where the Products are services, if the parties agree in a PO that the Supplier will create any bespoke deliverables for Jenoptik, all intellectual property rights in such deliverables (except any pre-existing intellectual property rights owned by the Supplier) will belong to Jenoptik.

9.3 If and to the extent required to enable Jenoptik to use the Products, the Supplier hereby grants Jenoptik a non-exclusive, non-transferable licence for the duration required to use the Products (without the right to revoke the licence for such duration) to use its intellectual property rights in Jenoptik's business for the purposes of using the Products.

9.4 If Jenoptik provides the Supplier with any of Jenoptik's own materials for the purposes of providing the Products, Jenoptik hereby grants the Supplier a non-exclusive, non-transferable licence to use the intellectual property rights in such materials solely for the purpose of providing the Products.

9.5 The Supplier warrants that the Products (including any deliverables, where the Products are services) and Jenoptik's receipt and use of the Products shall not infringe the intellectual property rights of any third party.

9.6 The Supplier shall indemnify Jenoptik from and against all actions, costs, claims, demands and liability incurred by Jenoptik in connection with any claim that the Products, or Jenoptik's receipt and use of the Products, infringe the intellectual property rights of any third party.

10. INDEMNITY, LIABILITY AND INSURANCE

10.1 The Supplier shall indemnify Jenoptik from and against all actions, costs, claims, demands and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the Contract or any breach by the Supplier of the terms of the Contract or any terms or obligations implied by law or any other relevant statutory provisions as may be in force from time to time.

10.2 The Supplier shall effect and maintain policies of insurance to provide a level of cover sufficient for all risks which may be incurred by the Supplier, their staff or any of their authorised personnel under any Contract, including death or personal injury, or loss of or damage to property. In particular the Supplier shall effect and maintain the following insurances for the term of these terms and conditions and any relevant Contract:

- (a) product liability insurance for a minimum sum of 10 million

- pounds sterling (£10,000,000) (with the number of occurrences being unlimited); and
- (b) public liability insurance for a minimum sum of ten million pounds sterling (£10,000,000) (with the number of occurrences being unlimited).

10.3 Nothing in any Contract shall limit or exclude either party's liability for:

- (a) death or personal injury caused by its negligence or that of its employees, agents or subcontractors;
- (b) fraud or fraudulent misrepresentation; or
- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 or any other liability which cannot be limited or excluded by applicable law.

10.4 Subject to condition 10.2:

- (a) Jenoptik shall have no liability to the Supplier for any indirect or consequential loss arising under or in connection with any Contract; and
- (b) Jenoptik's total aggregate liability to the Supplier in respect of any claims arising under or in connection with any Contract shall be limited to a sum equivalent to the Price paid under that Contract.

11. FORCE MAJEURE

Notwithstanding anything contained in the Contract, neither Jenoptik nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire, accident, wars, or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by Jenoptik or the Supplier as the case may be.

12. CONFIDENTIALITY

12.1 The Supplier shall treat all confidential information belonging to Jenoptik as confidential and safeguard it accordingly; and shall not disclose any confidential information without the prior written consent of Jenoptik.

12.2 If the Supplier becomes aware of any breach of condition 12.1, the Supplier shall notify Jenoptik as soon as possible and in any event within 7 days of becoming aware of the breach.

13. WAIVER

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under the Contract.

14. AMENDMENT

No Contract may be varied except by an agreement in writing signed by the duly authorised representatives of the parties.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of any Contract pursuant to the Contracts ("Rights of Third Parties") Act 1999. The parties may rescind or vary any Contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

16. TERMINATION

Jenoptik shall be entitled to terminate any Contract, be released from any further payment obligations and/or receive a refund of any part of the Price already paid as at the date of termination, if at any time the Supplier:

- (a) commits a material breach of any Contract and (if the breach is capable of remedy) fails to remedy the breach within seven days of notice by Jenoptik to remedy the breach; or
- (b) goes insolvent or undergoes any analogous event.

17. SUB-CONTRACTING AND ASSIGNMENT OF LIABILITY

The Supplier shall not sub-contract or assign or transfer any Contract to any third party except with the prior consent in writing of Jenoptik.

18. ENFORCEABILITY

If any provision in a Contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

19. OBSERVANCE OF STATUTORY REQUIREMENTS

19.1 The Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of any Contract, including health and safety, and shall indemnify Jenoptik against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's non-compliance with the same.

19.2 The Supplier warrants that the delivery or provision of the Products is not restricted by reason of:

- (a) national or international provisions of foreign trade legislation; or
- (b) any embargoes and/or other sanctions.

19.3 The Supplier shall fulfil any applicable requirements of the national and international customs and foreign trade regulations relevant for the performance of the relevant PO.

19.4 Prior to the conclusion of any PO (and without delay in the event of any changes), the Supplier shall provide Jenoptik with any documentation or information (including any permits or similar documentation) required for their compliance with any foreign trade regulations. The Supplier shall also fulfil any reporting obligations applicable in relation to this.

19.5 The Supplier shall comply with Jenoptik's instructions (which shall be specified by Jenoptik when a PO is concluded) in relation to customs labelling, shipping documentation and the provision of commercial invoices when fulfilling any PO.

19.6 The Supplier shall ensure the security of the supply chain and observe the corresponding legal requirements. The Supplier undertakes to provide written proof of compliance with this requirement at Jenoptik's written request.

19.7 The Supplier shall indemnify Jenoptik from and against all actions, costs, claims, demands and liability incurred by Jenoptik in connection with the Supplier's breach of this clause 19.

20. EQUALITY AND DIVERSITY

The Supplier shall comply with all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual

orientation, religion or belief, pregnancy, maternity or otherwise) and not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination including the Equality Act 2010 (as amended from time to time) in the performance of its obligations under any Contract.

21. ANTI-BRIBERY

21.1 The Supplier shall comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (as amended from time to time). The Supplier represents that no gift or undue financial or other advantage has been offered or given, or will be offered or given, by or on behalf of the Supplier to any person (whether working for or engaged by Jenoptik or any third party) for the purposes of securing any Contract or securing favourable treatment under any Contract.

21.2 Any breach of condition 21 by the Supplier shall be deemed an irremediable material breach of the Contract and shall entitle Jenoptik to immediately terminate this Contract in accordance with condition 16.

22. MODERN SLAVERY ACT

22.1 The Supplier represents that neither the Supplier nor any of its agents or subcontractors:

- (a) has committed an offence under the Modern Slavery Act 2015 (“MSA”); or
- (b) has been notified that it is subject to an investigation relating to an alleged offence under the MSA;
- (c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an offence under the MSA.

22.2 The Supplier shall:

- (a) comply with all applicable provisions of the MSA and any MSA reporting requirements issued by Jenoptik; and
- (b) notify Jenoptik promptly in writing if it becomes aware or has reason to believe that it or any of its agents or subcontractors have breached or potentially breached the MSA. Such notice shall set out full details of the circumstances concerning the breach or potential breach of the Supplier’s obligations.

22.3 Any breach of this condition 22 by the Supplier shall be deemed an irremediable material breach of the Contract and shall entitle Jenoptik to immediately terminate the Contract in accordance with condition 16.

23. ENVIRONMENTAL REQUIREMENTS

The Supplier shall perform its obligations under each Contract in such a manner which minimises environmental damage, including conserving energy, water, wood, paper and other resources, reducing waste and phasing out the use of ozone depleting substances and minimising the release of greenhouse gases and other substances damaging to health and the environment.

24. NOTICES

24.1 Any notification by either party to the other under the Contract shall be in writing, delivered by first class post, by fax or e-mail to the other party at the address shown in the PO.

24.2 All notices shall be deemed duly given:

- (a) if sent by first class post, two business days after posting; or

(b) if sent by fax or e-mail, immediately when the notice is transmitted or, if transmitted outside the hours of 9am-5pm English time on a business day in England, at 9am on the following business day.

25. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes all previous terms and conditions.

26. DISPUTE RESOLUTION, GOVERNING LAW AND JURISDICTION

26.1 Each Contract shall be subject to and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

26.2 If any dispute arises in connection with a Contract, the parties will first attempt in good faith to resolve such dispute amicably between the parties. If such resolution is not possible, either party may refer the matter to mediation.

26.3 The commencement of mediation shall not prevent the parties from commencing or continuing court proceedings.

27. DATA PROTECTION

The parties hereby confirm their intention that neither party will act as a processor (as defined in the General Data Protection Regulation (EU) 2016/679 (“GDPR”)) on behalf of the other party. If at any time the parties consider that either party will act as a processor on behalf of the other party, the parties will negotiate in good faith to enter into a data processing agreement as required by the GDPR or any other applicable data protection legislation in England.

28. TERMS AND CONDITIONS THAT OVERRIDE THESE TERMS

28.1 These Terms will apply unless Jenoptik specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties.

28.2 If different terms and conditions are specified by Jenoptik those terms and conditions will override these Terms and will apply instead of these Terms.