

# Amplicon Supplier Terms & Conditions of Purchase

## 1. Definitions

**1.1** "Contract" means the contract between Amplicon and the Seller for the sale and purchase of the Goods and/or the supply and acquisition of the Services;

**1.2** "Goods" means the goods, or any instalment or part of them, described in the Purchase Order and to be supplied by the Seller pursuant to the Contract;

**1.3** "Intellectual Property" means patents, registered designs, trade marks and service marks (whether registered or not and including applications for any of the foregoing), copyright, design right, rights in and to software including source codes, rights in and to the technical information and other confidential information and know-how, rights in and to databases and all other intellectual property rights and similar property rights of whatever nature subsisting in any part of the world at any time;

**1.4** "Intellectual Property Rights" means all rights existing anywhere in the world in and to Intellectual Property;

**1.5** "Amplicon" means Amplicon Liveline Ltd;

**1.6** "Purchase Order" means the order placed by Amplicon;

**1.7** "Seller" means the legal entity to whom the Purchase Order is addressed;

**1.8** "Services" means the services described in the Purchase Order to be undertaken by the Seller pursuant to the Contract;

**1.9** "Specifications" means the technical and/or other requirements for the Goods or Services contained or referred to in the Purchase Order.

## 2. General

**2.1** These conditions shall apply to the Contract to the exclusion of all other terms and conditions and together with any Specifications and the provisions of the Purchase Order contain the entire understanding between Amplicon and the Seller and the Contract supersedes all previous agreements in respect of the Contract.

**2.2** Any concession made or latitude allowed by Amplicon to the Seller shall not affect the rights of Amplicon under the Contract.

**2.3** If any of these conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.

**2.4** No variation to the Purchase Order or these conditions shall be binding unless expressly agreed in writing by Amplicon.

**2.5** The headings in these Conditions are intended for reference only and do not affect their construction.

### **3. Acknowledgement**

**3.1** Amplicon shall be bound by the Purchase Order only if:

- a) it is placed on its official Purchase Order and
- b) the Seller accepts it in writing within 7 days of the date of the Purchase Order or within such other period as may be specified in the Purchase Order.

### **4. Quality and description**

**4.1** The Seller warrants to Amplicon that:

- a) the Goods will:
  - (i) conform as to quantity, quality, specification, standard of performance and description with the particulars stated in the Contract;
  - (ii) be of satisfactory quality and fit for the purpose held out by the Seller or made known to it by Amplicon;
  - (iii) comply with all statutory requirements and regulations relating to the manufacture and sale of the Goods;

### **5. Inspection and testing**

**5.1** Amplicon shall be entitled to inspect and test the Goods during manufacture, processing and storage and the Seller shall at its own cost provide or shall procure the provision of all such facilities as may be reasonably be required by Amplicon therefore.

### **6. Delivery and performance**

**6.1** Where the Seller is required to perform the Services or part thereof at Amplicon's premises or such other premises as are detailed in the Purchase Order, the Seller undertakes to ensure that its employees, officers, agents and sub-contractors shall comply with all health and safety, security, environmental and any other standards or requirements detailed in any statute, order, Code of Practice or similar regulation or as required by the owner or occupant of the premises.

**6.2** The Goods shall be properly packed and secured in such a manner as to reach their destination in the same condition as they left the Seller's premises.

**6.3** The Goods shall be delivered and the Services performed by the Seller at the time or within the period specified in the Purchase Order and delivered to and performed for Amplicon at the address set out therein. Delivery shall take place during Amplicon's normal business hours.

**6.4** Amplicon shall have no obligation to pay for or return packaging whether or not re-usable.

**6.5** The time of delivery of the Goods and of performance of the Services and the provision as applicable of any related documentation shall be of the essence of the Contract.

**6.6** All Goods shall be accompanied by a detailed advice note stating the Purchase Order number and giving full particulars of the Goods supplied.

**6.7** Following delivery of the Goods or performance of the Services, an invoice stating the Purchase Order number must be promptly delivered to Amplicon.

**6.8** If the Goods are to be delivered or the Services are to be performed by instalments the Contract shall be treated as a single Contract and not severable.

**6.9** Where required by Amplicon, the Seller shall provide regular statements of Goods delivered, Services performed and invoices raised during the period of time since the last statement.

## **7. Insurance**

**7.1** Without prejudice to the Seller's liability, the Seller shall maintain such insurance as Amplicon may stipulate and produce to Amplicon on demand proof of the same

## **8. Passing of property**

**8.1** Risk of damage to or loss of the Goods shall pass to Amplicon on delivery to Amplicon in accordance with the Contract.

**8.2** The property in the Goods shall pass to Amplicon upon delivery.

## **9. Rejection**

**9.1** Without prejudice to any other of its rights Amplicon may reject any or all of the Goods if the Seller fails to comply with any of his obligations under the Contract.

**9.2** Amplicon shall not be deemed to have accepted any Goods until Amplicon 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.

**9.3** Amplicon shall when giving notice of rejection specify the reason therefor and the Seller shall remove such Goods at its risk and expense. In such case the Seller shall:

a) at Amplicon's option replace such rejected Goods with Goods which are in all respects in accordance with the Contract or credit Amplicon with the invoice price thereof.

b) reimburse Amplicon all freight and handling costs reasonably incurred by Amplicon and/or for which it may be liable in respect of such Goods; and

c) reimburse Amplicon all freight and handling costs reasonably incurred by Amplicon in the implementation of a stock recovery, recall or market withdrawal of the Goods or similar goods previously supplied by the Seller in any part of the world.

## **10. Payment**

**10.1** Where no period for payment is specified in the Purchase Order, Amplicon shall make payment for the Goods or Services within 30 days of the end of the month following the month in which a valid invoice for the Goods or Services is received by Amplicon.

**10.2** The price payable by Amplicon for delivery of the Goods or performance of the Services shall be fixed at the price agreed between the parties in the Contract and Amplicon shall not be liable to pay any increase in price or any additional sums.

## **11. Assignment and sub-contracting**

**11.1** The Seller shall not without Amplicon's prior written consent assign or transfer the Contract or any of its rights or obligations thereunder to any other person, firm or company.

## **12. Bankruptcy and liquidation**

**12.1** If the Seller, shall at any time become apparently insolvent, or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors or if the Seller shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver, administrative receiver or administrator shall be appointed of the whole or any part of its assets then Amplicon shall be at liberty to cancel the Contract summarily by notice in writing without compensation to the Seller.

**12.2** In the event of the Contract being terminated pursuant to clause 13.1 hereof, Amplicon shall have the right to enter the Seller's premises for the sole purpose of removing any Goods, Materials, Equipment or other items which are Amplicon's property or belong to its customers.

## **13. Cancellation**

**13.1** Without prejudice to clause 13, Amplicon may without prejudice to its other rights or remedies hereunder forthwith terminate the Contract by notice in writing to the Seller if the Seller commits a breach of any of its obligations hereunder and where such breach is remediable does not remedy such breach within 10 working days of the date of written notice from Amplicon of a breach requiring remedy.

**13.2** Amplicon may, without prejudice to its other rights or remedies hereunder forthwith cancel the whole or part of any Purchase Order in the event of a failure by the Seller to ensure delivery of the Goods or performance of the Services within the period of time agreed in the Contract.

**13.3** Amplicon may, without prejudice to its other rights and remedies hereunder, cancel the whole or part of any Purchase Order on giving the Seller not less than 1 calendar month's notice in writing and shall, subject to the receipt of a valid invoice, pay the Seller for all Goods delivered or Services performed in accordance with the Contract up to the date of cancellation.

## 14. Warranty

**14.1** Without prejudice to any other remedies of Amplicon, the Seller shall forthwith upon a request by Amplicon so to do:

- a) at Amplicon's option repair, replace or credit all Goods which are or become defective during their period of warranty
- b) re-perform any Services found to have been performed defectively within 12 months of the date of their performance.

## 15. Indemnity

**15.1** The Seller shall indemnify Amplicon against all actions, suits, claims, demands, costs, charges, damages, losses and expenses suffered or incurred by Amplicon and/or for which it may be liable to any third party due to, arising from or in connection with:

- a) the negligent or wilful acts or omissions of the Seller, its servants, agents or contractors in supplying, delivering or installing the Goods or performing the Services;
- b) the breach of any provision of the Contract by the Seller;
- c) any defect in the workmanship, materials or design of the Goods or their packaging or in the performance of the Services; and
- d) any infringement or alleged infringement of any Intellectual Property Rights for or relating to the Goods or the Services unless such infringement has occurred directly as a result of any Specifications supplied by Amplicon.

**15.2** Without prejudice to clause 16.1, Amplicon may without prejudice to its other rights and remedies hereunder claim from the Seller and the Seller shall be liable to pay any loss of revenue, profit or other sum arising out of any delay in delivery of Goods or performance of the Services.

## 16. Force majeure

**16.1** Amplicon shall not be liable to the Seller or deemed to be in breach of the Contract by reason of any delay in performance or any failure to perform any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond its reasonable control including (but not limited to) strikes, lock-outs, accidents, war, fire, reduction in or unavailability of power or breakdown of plant or machinery. If the cause of such suspension shall continue for more than 6 months either party shall have the right to terminate the Contract upon giving not less than 7 days' prior written notice to the other and the only liability of Amplicon shall be to pay the Seller for Goods received and Services performed in accordance with the Contract prior to the date of such suspension.

## 17. Notices

**17.1** Any notice to be served by either party hereunder shall be sent by pre-recorded delivery or registered post or by facsimile transmission to the other at the address stated in the Contract and shall be deemed to have been received by the other, if sent by pre-paid recorded

delivery or registered post, one week after posting, or if sent by facsimile transmission, on the date sent provided that a printed report confirming transmission is received and a confirmatory copy of the notice is sent by pre-paid recorded delivery or registered post on the date of transmission.

## **18. Law of the Contract**

**18.1** The Contract shall in all respects be governed by and construed in accordance with English law and shall be deemed to have been made in England and the parties agree to submit to the exclusive jurisdiction of the courts of England.

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# Amplicon's Supplier Terms & Conditions of Subcontract Purchase

## 1. Interpretation

In these Conditions:

- (a) "Amplicon" means Amplicon Liveline Limited;
- (b) "Supplier" means the legal entity that undertakes to supply the Products and/or to perform the Services for Amplicon under the Contract;
- (c) "the Contract" means the agreement between Amplicon and the Supplier for the supply of the required articles and/or performance of the required services;
- (d) "Products" means all articles that the Supplier is required to supply under the Contract and any required installation, commissioning and testing;
- (e) "Services" means all services that the Supplier is required to perform under the Contract, including, unless otherwise agreed, any installation, commissioning and testing of the Products;
- (f) "Contract Price" means the price payable to the Supplier by Amplicon under the Contract;
- (g) "Party" means a party to the Contract.

## 2. Payment

After submission of a correct, uncontested invoice quoting Amplicon's purchase order number, Amplicon shall pay the Contract Price (or such part of the Contract Price as relates to the supply of the Products) within 30 days from end of invoice month.

Whenever any sum of money shall be recoverable from the Supplier, Amplicon may deduct the said sum from any sum that is then due (or which at any time thereafter may become due) to the Supplier under any contract with Amplicon.

The Supplier shall be responsible for payment of all other taxes and duties chargeable on the value of the Contract.

## 3. Confidentiality

The Supplier shall treat as confidential all information provided by Amplicon and ensure that all such information is treated as confidential by the Supplier's employees, agents and subcontractors. Unless otherwise agreed in writing with Amplicon, the Supplier shall not issue any press releases or other forms of publicity concerning supply to Amplicon.

Amplicon shall treat as confidential all unpublished information that is produced by the Supplier.

## 4. Amplicon Property

All Amplicon Property shall remain the property of Amplicon and only be used in the performance of the Contract. This includes any samples, equipment, programs, patterns, specifications, plans, drawings, or other documents.

All Amplicon Property shall be deemed to be in good condition when received by the Supplier unless Amplicon is notified to the contrary within seven (7) days.

The Supplier undertakes to return all Amplicon Property on completion or earlier termination of the Contract and shall be responsible for all loss or damage (excluding fair wear and tear) from whatever cause.

## 5. Liability

The Supplier shall indemnify Amplicon against any loss of, or damage to, any physical property of Amplicon or of its employees or agents and any physical injury (including injury resulting in death) sustained by the same as a result of any negligent act or omission of the Supplier's employees, agents or subcontractors.

## 6. Indemnities against Infringement of Intellectual Property

The Supplier shall indemnify Amplicon against all actions, claims, demands, costs, charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any copyright, patent, registered design or other intellectual property right used by or on behalf of the Supplier for the purpose of performance of the Contract.

## 7. Break

Amplicon shall have the right to terminate the Contract at any time by giving written confirmation. Such termination shall be without prejudice to the rights of the Parties accrued prior to the date of termination. In the event of such termination:

- (a) Amplicon shall indemnify the Supplier against commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of such termination; and
- (b) Amplicon's liability is limited to the total sum as would have been payable under the Contract if the Products and/or the Services had been delivered and/or performed in accordance with the terms of the Contract.

## 8. Termination

- (a) Either Party shall have the right to terminate the Contract by written notice if the other Party is in breach of any of the terms of the Contract and such breach shall not have been remedied to the satisfaction of the aggrieved Party within a period of thirty (30) days of the written notification of such breach. Such termination shall be without prejudice to the rights of the Parties accrued prior to the date of termination.
- (b) Amplicon may, without compensation to the Supplier, terminate the Contract at any time by written notice to the Supplier if the Supplier approaches insolvency.
- (c) Amplicon shall have the right to terminate the Contract if the Supplier fails to comply with the requirements of the Bribery Act.

## 9. Waiver

The waiver of any breach of any term is not a waiver of any subsequent breach of any term.

## 10. Severability

If any term, condition or other provision of the Contract is held to be illegal or unenforceable, the legality or enforceability of the remainder of the Contract shall not be affected.

## 11. Law

The Contract shall in all respects be construed as a contract made in England, subject to the laws of England and to the exclusive jurisdiction of the courts of England.

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