

E3D Online UK Ltd General Purchase Order T&Cs for Goods & Services

1. GENERAL

1.1 These terms and conditions ("**Terms**") apply to every order placed by E3D ("**E3D-Online Ltd**") with any individual, firm or company (the "**Supplier**"). These Terms, plus any supplementary terms included in a purchase order and/or bespoke contract provided by E3D to the Supplier, shall together constitute the full agreement between the parties. Unless otherwise agreed by E3D in writing, any other terms and conditions in or attached to any catalogue, invoice or other sales literature, document, tender or dispatch/delivery note which are inconsistent with these Terms or which purport to add to or vary them in any way shall not have any effect. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived its own terms and conditions and to contract solely on the basis of these Terms, and E3D's acceptance of goods and/or services supplied ("**Services**") shall not constitute or be deemed to constitute acceptance by E3D of the Supplier's terms and conditions.

1.2 The contract shall commence, and the Supplier will be contractually bound by these terms, on the earlier of the Supplier's:

- (a) acceptance of the relevant purchase order; or
- (b) performance of the contract upon the despatch of a purchase order by E3D.

2. PURCHASE ORDER

2.1 The Supplier shall ensure that the Services shall:

- (a) correspond fully with the quantity, type, sort, quality and description set out in the purchase order;
- (b) meet the performance standards and deadlines specified on the purchase order or notified to the Supplier by E3D;
- (c) subject to condition 2.1(a), be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the supplier or made known to the supplier by E3D;
- (d) be free from defects in design, materials and workmanship and remain so for at least 12 months after delivery (where applicable, this period shall be extended to correspond with any longer warranty period offered by Supplier);
- (e) comply with all applicable laws, statutes, regulations and codes from time to time in force, including (but not limited to) applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Services.

2.2 If the Services do not fully comply with the E3D purchase order and/or instructions, E3D is entitled at its option (and at the expense of the Supplier) to either return all or a portion of the Services at the risk of the Supplier; reject all or a portion of the Services; require the Supplier to re-perform its obligations; or accept the whole or part of the Services supplied by the Supplier, in any event without prejudice to any rights of E3D to claim compensation or damages for loss or damage suffered as a result of failure to comply.

2.3 The Supplier shall provide written acknowledgement of receipt of any purchase order submitted by E3D. Subject to condition 1.2(b), such acknowledgement constitutes the Supplier's acceptance of the relevant order, these Terms and any additional Terms included by E3D in the purchase order (in accordance with condition 1.2(a)).

3. PRICE, PAYMENT AND SET OFF

3.1 The price for the Services shall be the price set out in the purchase order and shall be inclusive of the costs of packaging, insurance and carriage of the Services, as well as any customs charges or other potentially applicable duties. No extra charges shall be effective unless agreed by E3D.

3.2 In respect of physical goods, the Supplier shall invoice E3D on or at any time after completion of delivery. Unless otherwise stated in the purchase order, payments for services shall be made monthly in arrears. The invoice must include VAT and contain the purchase order

number and shall include such supporting information required by E3D to verify the accuracy of the invoice.

3.3 E3D will pay the invoiced amounts, less any deductions made in accordance with condition 3.4, on the last day of the month falling not less than 30 days after the date of receipt of a valid and correct invoice. Payments shall be made to an English bank account nominated in writing by the Supplier.

3.4 E3D may, without limiting its other rights or remedies, set off any amount owed to it by the Supplier against any amount payable by E3D to the Supplier.

4. DELIVERY & TITLE

4.1 Unless otherwise agreed in writing, if the Supplier fails to deliver the Services by the date specified in the purchase order, E3D shall be entitled to terminate the contract without notice.

4.2 The Supplier must provide E3D with delivery notes, and (where applicable) commercial invoices showing commodity details prior to shipping. E3D reserves the right to request amendments to commodity codes if it feels such codes have been incorrectly identified.

4.3 Physical goods should be delivered to E3D in sufficient protective packaging so as to ensure their safe passage.

4.4 Packaging should be, where reasonable and proportionate, of recyclable or reusable material.

4.5 Risk in physical goods shall pass to E3D on delivery, and title shall pass to E3D on delivery or payment (whichever is earlier). Where E3D has purchased goods and such goods remain at the Supplier's premises, a premises nominated by the Supplier, or otherwise within the Supplier's control, the Supplier shall store such goods separately from any other items, clearly label the goods as constituting the property of E3D, and allow E3D access to the relevant premises to inspect and/or collect the stock.

5. SUPPLIER OBLIGATIONS, INDEMNITY AND INSURANCE

5.1 The Supplier shall:

- (a) perform the Services with all reasonable care, skill and diligence in accordance with good practice in the Supplier's industry, profession or trade;
- (b) use 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 these Terms;
- (c) ensure that the Services will conform with all descriptions, standards and specifications set out in the relevant Purchase Order, and that any Services rendered shall be fit for any purpose that E3D expressly or impliedly makes known to the Supplier; and
- (d) maintain valid, up-to-date licences that are reasonably required for the proper performance of the Services, including (but not limited to) REACH and RoHS licences (where applicable).

5.2 E3D shall provide the Supplier with reasonable access at reasonable times to E3D's premises for the purpose of providing the Services, and provide such necessary information for the provision of the Services as the Supplier may reasonably request.

5.3 The Supplier shall indemnify E3D against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by E3D arising out of or in connection with:

- (a) the Supplier's performance or breach of these Terms, any bespoke terms that apply alongside these Terms (e.g. the terms of a related framework agreement that references these Terms), or any term or obligation implied by law or any statutory provision that may be in force from time to time;
- (b) any claim made against E3D for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection

with, the manufacture, supply or use of the Services, or receipt, use or supply of the Services;

(c) any claim made against E3D by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Services; and

(d) any claim made against E3D by a third party arising out of or in connection with the supply of the Services.

5.4 The Supplier shall at all times during the term of this agreement and for a period of three years thereafter have sufficient insurances in place, including (but not limited to) professional indemnity insurance, product liability insurance and public liability insurance, and provide written evidence of this to E3D upon request.

6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

6.1 The Supplier shall treat all confidential and/or proprietary information belonging to E3D as confidential and safeguard it accordingly and shall not disclose any proprietary information without the prior written consent of E3D.

6.2 The Supplier shall treat E3D's Intellectual Property Rights with the utmost confidentiality and not in any way misuse, license, assign, copy, replicate, imitate or re-create such rights.

6.3 The Supplier acknowledges and accepts that E3D owns all intellectual property rights in the E3D Proprietary Materials, including any goods or services derived from or supplied in connection with such E3D Proprietary Materials.

6.4 For the purposes of this agreement, Intellectual Property Rights means any 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.

7. EXCLUSIVITY AND NON-COMPETE

7.1 The Supplier shall not offer, sell, give, license, assign or otherwise dispose of or transfer E3D proprietary components (and/or parts), designs, manufacturing processes or trade secrets ("**E3D Proprietary Materials**") to any third party.

7.2 The Supplier shall use the E3D Proprietary Materials for the performance of the Services pursuant to these Terms only. The Supplier shall not misuse, copy, replicate, imitate, disassemble or re-create E3D Proprietary Materials, make the E3D Proprietary Materials available to third parties, or use E3D Proprietary Materials other than in accordance with these Terms.

7.3 The Supplier is not permitted to advertise, communicate, or disclose in any way that it manufactures or supplies Services to E3D.

8. TERMINATION

8.1 Either party may terminate the contract with immediate effect and without liability if the other party:

(a) commits a material or persistent breach of these Terms and (if such a breach is remediable) fails to remedy that breach within 30 days after receiving notice of the breach;

(b) commits a material breach which cannot be rectified within 30 days;

(c) takes any step or action in any jurisdiction in connection with entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the

court, unless for the purpose of a solvent restructuring), having a receiver appointed over any of its assets, or ceasing to carry on business, or, if a step or action is taken in another jurisdiction in connection with any analogous procedure in the relevant jurisdiction; or

(h) suspends or threatens to suspend, or ceases or threatens to cease carrying on, all or a substantial part of its business.

8.2 E3D may terminate the contract with immediate effect and without liability if:

(a) the Supplier breaches condition 2.1(e), 4.1 or 9.1;

(b) there is a change in control of the Supplier;

(c) in E3D's opinion, the Supplier's capability to adequately fulfil its obligations under these Terms is in jeopardy; or

(d) the Supplier fails to supply parts meeting any requested quality standards.

8.3 E3D can terminate at any time on two weeks' written notice, but shall remain liable to the Supplier for any amounts accrued and owed under these Terms up until the date of termination.

8.4 If the Supplier fails to deliver the Services by the applicable date, E3D shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies to refuse to accept any subsequent performance of the Services which the Supplier attempts to make:

(a) to recover from the Supplier any costs incurred by E3D in obtaining substitute goods and/or services from a third party;

(b) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and

(c) to claim damages for any additional costs, loss or expenses incurred by E3D which are directly attributable to the Supplier's failure to meet such dates.

8.5 Any conditions that expressly or by implication are intended to come into or continue in force on or after termination or expiry of these Terms shall remain in full force and effect.

8.6 Termination or expiry of these Terms shall not affect any of the rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach which existed at or before the date of termination or expiry.

9. ANTI-CORRUPTION AND ANTI-BRIBERY

9.1 The Supplier and E3D must not violate any applicable laws relating to bribery and corruption, and must at all times have in place adequate procedures designed to prevent it and any of its directors, shareholders, members, employees, contractors and agents ("**Associates**") from engaging in any activity which would constitute an offence under the Bribery Act 2010 (and any related or successor legislation) if it were carried out in the UK.

9.2 Each party represents that, in connection with these Terms, no improper financial or other advantage has been, will be or is agreed to be given to any person (whether working for or engaged by the other party or any third party) by or on behalf of the other party or its Associates.

10. CORPORATE AND SOCIAL RESPONSIBILITY

10.1 The Suppliers shall follow and commit to good Corporate and Social Responsibility strategies, including complying with all local and international legislation.

10.2 The Supplier shall commit to operating fair business practices, according to rigorous ethical, professional, and legal standards.

10.3 E3D commits to purchasing based upon the quality, value and integrity of the Services being supplied.

10.4 E3D and the Supplier commit to business relationships, which are fair, open, and respectful, and shall uphold workplace standards and behaviours consistent with the E3D company values.

10.5 The Supplier shall ensure visibility through their supply chain to know where any elements comprising the Services are being sourced.

10.6 The Supplier shall demonstrate commitment to ensuring that the welfare of workers and labour conditions within the logistics supply chain meet or exceed recognised standards and respect the protection of internationally proclaimed human rights, and commit to implementing systems and controls aimed at ensuring that modern slavery and human trafficking is not taking place anywhere within its organisation or in any of its supply chains, and will place a corresponding responsibility on its suppliers.

10.7 If requested by E3D, the Supplier shall work with E3D to reduce the impact of the Supplier's activities on the environment.

11. DATA AND PRIVACY

11.1 The Supplier shall carry out its obligations under these Terms in compliance with all UK, European and any other applicable data protection laws and with the EU Regulation 2016/679 General Data Protection Regulation (the "GDPR") and any act of parliament implementing the GDPR in the relevant jurisdiction (together the "Data Protection Laws").

11.2 E3D is a data controller for the purposes of the Data Protection Laws and the Supplier on behalf of itself and any of its Associates hereby acknowledges the use and processing of personal data described in this condition 11.

11.3 E3D processes personal data of the Supplier and its Associates in accordance with its [Privacy Policy](#).

12. GENERAL

12.1 Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under these Terms if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party, or if it could have been foreseen, was unavoidable. If such event or circumstances prevent the Supplier from supplying the Services for more than 4 weeks, E3D shall have the right, without limiting its other rights or remedies, to terminate these Terms with immediate effect by giving written notice to the Supplier.

12.2 Assignment and subcontracting: The Supplier shall not assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under these Terms without the prior written consent of E3D.

12.3 Notices: Any notice or other communication required to be given under or in connection with these Terms shall be in writing and shall be delivered to the other party either by email (to a business email address of the other party), by prepaid first-class post or via a recorded delivery or courier service. The provisions of this condition shall not apply to the service of any proceedings or other documents in any legal action.

12.4 Waiver: No failure or delay by a party to exercise any right or remedy provided under these Terms or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

12.5 No partnership: Nothing in these Terms is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties.

12.6 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to these Terms shall not have any rights under or in connection with it.

12.7 Variation: Any variation to or supplementation of these Terms shall only be binding when agreed in writing by E3D.

12.8 Severance: If any provision or part-provision within these Terms or any varied or supplementary terms is or becomes invalid, illegal or

unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this condition shall not affect the validity and enforceability of the rest of the Agreement.

12.9 Statutory Requirements: Each party shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract and shall indemnify the other party against all losses, claims or liabilities, expenses, proceedings or otherwise that arise as a result of its non-compliance with the same.

12.10 Governing law and jurisdiction: These Terms shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

12.11 If any dispute arises in connection with these Terms, a director will, within 14 days of a written request from one party to the other, meet in a good faith effort, using their reasonable endeavours, to resolve the dispute. If the dispute is not wholly resolved at that meeting, the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by the Centre for Effective Dispute Resolution in London ("CEDR"). To initiate the mediation a party must give notice in writing ("ADR notice") to the other party to the dispute, referring the dispute to mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice. No party may commence any court proceedings/arbitration in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.