

Version: April 2025

In these Conditions:

“Buyer” means Doncasters Limited (a company registered in England and Wales with company number 00321992) whose registered office is at 1 Park Row, Leeds LS1 5AB or such other company within the same group of companies as Doncasters Limited and which has issued the Purchase Order to the Supplier;

“Contract” means the Purchase Order, any specification or terms agreed in writing between the Buyer and Supplier relating to the purchase of the Goods and these Conditions;

“Purchase Order” means the order or orders of purchase placed by the Buyer for the supply of the Goods;

“Supplier” means the person, firm or company to whom the Purchase Order is issued.

1. This Contract is made up of the following:

- (a) These Conditions.
- (b) The Purchase Order.
- (c) The Mandatory Policies.
- (d) Doncasters’ Supplier Code of Conduct

CONDITIONS

1. Interpretation

1.1 Definitions:

Business Day: a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Conditions: the terms and conditions set out in this document as amended from time to time in accordance with clause 18.4.

Contract: the contract between the Customer and the Supplier for the supply of Services in accordance with these Conditions.

Customer Materials: has the meaning set out in clause 7.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

Delivery Date: the date specified in the Purchase Order.

Delivery Location: the address for delivery of Services as set out in the Purchase Order.

Mandatory Policies: the Customer's business policies and codes listed in Schedule 1, as amended by notification to the Supplier from time to time.

Personal Data: has the meaning set out in the Data Protection Act 2018.

Services: the services, including any Deliverables, to be provided by the Supplier under the Contract, as set out in the Specification.

Specification: any specification for the Services, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier.

1.2 Interpretation:

- (a) A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) A reference to a party includes its personal representatives, successors and permitted assigns.
- (c) A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.
- (d) Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- (e) A reference to **writing** or **written** excludes fax but not email.

2. Basis of contract

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.2 The Purchase Order constitutes an offer by the Customer to purchase the Services in accordance with these Conditions.

2.3 The Purchase Order shall be deemed to be accepted on the earlier of:

- (a) the Supplier issuing a written acceptance of the Purchase Order; and
- (b) the Supplier doing any act consistent with fulfilling the Purchase Order,

at which point the Contract shall come into existence.

2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3. Services

3.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

3.2 The Supplier shall meet any performance dates for the Services that the Customer notifies to the Supplier.

3.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) ensure that the Services will conform with all descriptions, standards and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
- (d) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- (e) use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design.

4. Supplier Obligations

4.1 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.2 The Supplier shall ensure that at all times it uses 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.

4.3 The Supplier shall inform the Customer of any potential non-conformity to the Specification immediately upon becoming aware of the potential issue. The Customer shall be able to exercise the remedies set out below.

- 4.4 The Supplier shall observe all health and safety rules and regulations and any other security requirements that apply to its operations;
- 4.5 The Supplier shall hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier (Customer Materials) in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer's written instructions or authorisation.
- 4.6 The Supplier shall not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

5. Customer remedies

- 5.1 If the Supplier fails to perform the Services by the applicable dates, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - (c) to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
 - (d) to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided; and
 - (e) to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.
- 5.2 If the Supplier has supplied Services that do not comply with the requirements of clause 3.3 then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights:
 - (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - (b) to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - (c) to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);

- (d) to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with clause 3.3.

5.3 These Conditions shall extend to any substituted or remedial services provided by the Supplier.

5.4 The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

6. Price and Payment

6.1 The price of the Services shall be the price set out in the Purchase Order Form.

6.2 The price of the Services excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice.

6.3 No extra charges shall be effective unless agreed in writing with the Customer.

6.4 The Supplier may invoice the Customer for the price of the Services plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Purchase Order, the invoice number, the Purchase Order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.

6.5 The Customer shall pay correctly rendered invoices within 90 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

6.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from the date the dispute is resolved until payment.

6.7 The Customer may at any time, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future,

liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

7. Customer materials

The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

8. Indemnity

8.1 The Supplier shall indemnify the Customer 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 reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

- (a) any claim made against the Customer 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, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- (b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Services, to the extent that the defects in the Services are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- (c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

8.2 This clause 8 shall survive termination of the Contract.

9. Insurance

During the term of the Contract and for a period of 10 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance,

product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

10. Confidentiality

10.1 Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination or expiry of the Contract, disclose to any person any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.

10.2 Each party may disclose the other party's confidential information:

- (a) to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
- (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

10.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11. Compliance with relevant laws and policies

11.1 In performing its obligations under the Contract, the Supplier shall:

- (a) comply with all applicable laws, statutes, regulations from time to time in force, including but not limited to anti-trust and competition law, prevention of money laundering, import and export control and REACH Regulations;
- (b) comply with the Mandatory Policies;
- (c) comply with Doncasters' Supplier Code of Conduct.

11.2 Breach of clause 11.1 shall constitute an irremediable material breach of the Contract.

12. Anti- Bribery

12.1 The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements").

- 12.2 The Supplier shall comply with the Customer's Ethics, Anti-bribery and Anti-corruption Policies contained in the Customer's Code of Conduct (which is available to view on the Customer's website) including any updates as may be available from time to time ("Relevant Policies").
- 12.3 The Supplier shall have and shall maintain in place throughout the duration of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and the Relevant Policies and will enforce them where appropriate.
- 12.4 The Supplier shall provide such supporting evidence of compliance with this clause 12, as the Customer may reasonably request.
- 12.5 Breach of clause 12.1 shall constitute an irremediable material breach of the Contract.

13. Anti-slavery and human trafficking

- 13.1 In performing its obligations under the agreement, the Supplier shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-Slavery Laws) including but not limited to the Modern Slavery Act 2015;
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct had been carried out in England and Wales;
 - (c) include in contracts with its subcontractors' anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause;
 - (d) notify the Customer as soon as it becomes aware of any actual or suspected breach of clause 13.1(a) or 13.1(b);
 - (e) maintain a complete set of records to trace the supply chain of all Services provided to the Customer in connection with this agreement; and permit the Customer and its third-party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under this clause 13.
- 13.2 The Supplier represents and warrants that it has not been convicted of any offence involving slavery and human trafficking or been the subject of any investigation, inquiry or enforcement proceedings regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 13.3 Breach of this clause 13 shall constitute an irremediable material breach of the Contract.

14. Data Protection

14.1 Both parties will comply with all applicable requirements of the Data Protection Legislation.

14.2 The Supplier shall:

- (a) process Personal Data only on the documented written instructions of the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Customer, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
- (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (e) comply with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (f) assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Customer without undue delay on becoming aware of a Personal Data Breach;
- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Contract unless required by Domestic Law to store the Personal Data; and
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 14 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

15. Audit Rights

- 15.1 The Supplier will, for the duration of this Contract and for a period of six years thereafter, permit the Customer or the representatives of any regulatory authority (each referred to as an "Auditing Body"), to have access on demand during normal business hours to the Supplier's premises systems and relevant records as may be reasonably required in order to:
- (a) fulfil any request by any regulatory authority;
 - (b) undertake verifications of the accuracy of the charges or identify or investigate suspected fraud;
 - (c) undertake verification that the Services are being provided in accordance with this Contract and that the Supplier is complying with all other obligations contained in this Contract;
 - (d) assess and verify the Supplier's compliance with all applicable laws; or
 - (e) enable the Purchaser to:
 - fully comply with all applicable laws (including any accounting, tax and filing obligations);
 - respond to enquiries by any regulatory authority; or
 - deal with enquiries, complaints or claims made by the Purchaser's customers.
- 15.2 The Purchaser will provide the Supplier with at least 5 business days' written notice of its intention to conduct an audit, except in cases of suspected fraud or suspected breach of this Contract.

16. Termination

- 16.1 The Customer may terminate the Contract in whole or in part at any time before completion of the Services with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Services at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 16.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
- (a) the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of the Supplier being notified in writing to do so;
 - (b) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium,

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

- (c) the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
- (d) the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
- (e) the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

16.3 On termination or expiry of the Contract, the Supplier shall immediately return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17. Force majeure

Neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 8 weeks, the party not affected may terminate the Contract by giving 14 days' written notice to the affected party.

18. General

18.1 Assignment and other dealings

- (a) The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
 - (b) The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.
- 18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.
- 18.3 **Entire agreement.**
 - (a) The Contract constitutes the entire agreement between the parties.
 - (b) Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.
- 18.5 **Waiver.**
 - (a) A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - (b) A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.
- 18.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.
- 18.7 **Notices.**
 - (a) Any notice given to a party under or in connection with the Contract shall be in writing and shall be:

- (i) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (ii) sent by email to the addresses set out above.
- (b) Any notice shall be deemed to have been received:
 - (i) if delivered by hand, at the time the notice is left at the proper address;
 - (ii) if sent by pre-paid first-class post or next working day delivery service, at 9.00 am on the second Business Day after posting; or
 - (iii) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.
- (c) This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.8 Third party rights.

- (a) The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
- (b) The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.

18.9 Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.

18.10 Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

Schedule 1 The Mandatory Policies

The Mandatory Policies are:

1. Global Anti-Corruption Policy.
2. Corporate Criminal Offence Policy
3. Global Anti-Harassment Policy
4. Modern Slavery and Human Trafficking Policy
5. Money Laundering Policy
6. Conflicts Minerals Policy
7. Environment Policy
8. Data Protection and Privacy Policy
9. Information Security Policy

Schedule 2 Doncasters' Supplier Code of Conduct



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-conduct-suppliers.pdf