



Gills Green Oast, Gills Green, Hawkhurst, Kent. TN18 5ET

PROVIDING SOLUTIONS FOR INDUSTRY

Tel: 01580 753754 Fax: 01580 752979
www.genalog.com email: sales@genalog.com

Conditions of Purchase

Standard Terms and Conditions of Purchase:

1. Delivery:

All deliveries must be accompanied with a delivery / advice note stating the Genalog order number, Genalog part number, Manufacture's part number and the quantity supplied. Unless otherwise stated within the purchase order or through contractual agreements all orders are to be delivered DDP to the address stated on the purchase order. In the event of being unable to meet our delivery requirements as set out on the Purchase order notification must be made immediately.

2. Pricing:

All orders are in GBP unless otherwise stated. Prices shown on the order are excluding VAT and are fixed for the duration of the order, no increases will be accepted unless agreed in writing. No additional charges will be accepted for packaging, insurance or delivery unless it is set out on the order.

3. Payment

On or after delivery the supplier will submit an invoice for the goods supplied, this invoice must reach Genalog Ltd before the 5th of the month following delivery. Payment will be made as per the account terms between Genalog and the supplier.

4. Title and Risk

Title and Risk shall pass to Genalog on receipt of the goods.

5. Product Legislation

Items supplied must meet the RoHS requirements set out in the Genalog purchase order. Y= Compliant to the current legislation. N= Non compliant, U = Unspecified or exempt. Genalog must be notified in writing/email if any items supplied against this order are subject to ITAR/EAR. Genalog must be notified in writing/email if any items supplied against this order are subject to the REACH regulations as they stand at time of order. Genalog must be notified in writing/email if any items supplied against this order contain "Conflict Minerals" as described in the Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010. Should any items on this order be subject to the above conditions, written acceptance must be received from Genalog before the affected line(s) are processed.

6. Defective Goods, Warranties, and Liabilities

a) Warranty of Quality: The Supplier warrants that all goods supplied under the Purchase Order will be free from defects in design, materials, and workmanship, will correspond strictly to specified blueprints or samples, and will be of satisfactory quality and inherently fit for their intended purpose within the meaning of the Sale of Goods Act 1979.

b) Latent Defects: Receipt of, or payment for, the goods by Genalog Ltd does not constitute acceptance or a waiver of rights regarding latent defects. Where a defect is inherent or cannot reasonably be detected until the goods are processed, subjected to manufacturing trials, or integrated into an assembly, Genalog Ltd reserves the right to reject the goods at any point after the defect comes to light.

c) Indemnity for Direct Losses: In the event that the goods are found to be defective or unfit for purpose, the Supplier shall fully indemnify Genalog Ltd against all direct losses, costs, and expenses incurred as a direct consequence of the defect. This indemnity strictly includes, but is not limited to:

- The full replacement cost or credit value of the defective goods.
- The cost of any secondary components, housings, connectors, or materials destroyed, contaminated, or rendered unusable by the defective product (including potted or un-reworkable assemblies).
- Wasted production labour and preparation costs incurred by Genalog Ltd in handling, prepping, or attempting to assemble the defective material.
- Direct sorting, inspection, quarantine, and logistical costs incurred in returning the faulty material to the Supplier.

d) Remedies for Breach: Upon written notification of a product defect, Genalog Ltd may, at its sole discretion and without prejudice to any other statutory remedies, require the Supplier to:

- Immediately credit the full value of the defective batch.
- Supply replacement goods that conform strictly to an approved technical specification at no additional cost to Genalog Ltd, within an expedited timeframe agreed in writing.

e) Right of Equitable Set-Off: Genalog Ltd reserves the right to withhold payments or apply an equitable set-off against any outstanding invoices due to the Supplier to cover the quantified value of direct material scrap, wasted labour, or replacement costs resulting from the supplied defects, until such time as the dispute is commercially resolved.

7. Supplier Code of Practice

As a responsible company Genalog take its social and environmental responsibility seriously. As such we require all supplied to adhere to the following; The supplier shall take every possible effort to address the subject of slavery and human trafficking, as such the supplier shall comply with the UK Modern Slavery Act 2015 or in the case of a non-UK company with the applicable legislation of the country they operate within. We would expect our suppliers to require the same of their respective supply chains. The supplier shall take every possible effort to address corruption and bribery, as such the supplier shall comply with the Bribery Act 2010 or in the case of a non-UK company the applicable legislation of the country they operate within. We would expect our suppliers to require the same of their respective supply chains. The supplier shall make every effort to ensure that the packaging that the goods are supplied in is either recyclable or re-usable and where appropriate complies with the Packaging and Waste Directive (94/62/EC)

8. Counterfeit Goods

The supplier warrants that counterfeit goods will not be knowingly supplied. The supplier shall ensure that they have sufficient procedures and policies in place to assess and mitigate risks in addition to detecting counterfeit goods. The supplier will only supply new and unused and authentic material, no "Grey-Market" sourced products are to be supplied without the express written consent from Genalog.

9. Delivery/Tractability

The supplier shall provide for each delivery a delivery note or similar packing list. This document is to include the Genalog purchase order number, manufactures part number, quantity supplied, date, suppliers delivery reference and batch, lot or date-code for each item. Where requested on the purchase order a Certificate of Conformity is to be supplied.