

# Supplier Terms & Conditions

## 1. Scope and Acceptance

- 1.1 These Terms and Conditions (“Terms”) apply to all quotes, orders, invoices, and any purchase of goods or services by NWC plc or any of its affiliates (“NWC”) to the exclusion of any other terms that any potential or actual supplier (including its subcontractors, independent contractors, and all other classes of persons performing any type of work for NWC for or on behalf of the supplier) (“Supplier”) may present or seek to impose or incorporate, or which are implied by law, trade custom, practice, or course of dealing. The Supplier accepts these Terms by providing goods and/or services to NWC, or by otherwise being notified that such transactions are subject to these Terms. 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 Terms.
- 1.2 The term “goods” and “services” shall refer to the goods, products, materials, supplies, items, equipment, work, and/or services provided to NWC.

## 2. Goods and Services

- 2.1 The Supplier warrants that for a period of 1 year from the date of NWC’s acceptance of any goods and/or services, the goods and/or services shall:
- (i) Correspond with their description and any applicable specification as set out by NWC and agreed with the Supplier (“Specification”);
  - (ii) Be of satisfactory quality and fit for any purpose held out by the Supplier or made known to NWC by the Supplier expressly or by implication, and in this respect NWC relies on the Supplier’s skill and judgement;
  - (iii) Where they are manufactured products, be free from defects in design, material, and workmanship;
  - (iv) Comply with all applicable legal, statutory, and regulatory requirements.
- 2.2 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.
- 2.3 NWC may inspect and test any goods at any time before delivery. The Supplier shall remain fully responsible for any goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations.
- 2.4 If following such inspection or testing NWC considers that the goods do not conform or are unlikely to comply with the Supplier’s undertakings at clause 2.1, NWC shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.



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2.5 NWC may conduct further inspections and tests after the Supplier has carried out remedial action.

## 3. Delivery and Risk

3.1 The Supplier shall deliver the goods to the location specified by NWC in the manner specified in the order. Delivery shall be made during normal business hours unless otherwise agreed.

3.2 Risk in the goods shall pass to NWC upon delivery, but ownership shall remain with the Supplier until payment has been made in full.

## 4. Price and Payment

4.1 The price of the goods and/or services shall be as set out in the order and shall be inclusive of all taxes, duties, and charges unless otherwise agreed.

4.2 Payment terms shall be as agreed in writing between NWC and the Supplier. In the absence of such agreement, payment shall be due 30 days from the date of invoice.

4.3 NWC reserves the right to set off any amounts owed by the Supplier to NWC against any amounts payable by NWC to the Supplier.

## 5. Compliance with Laws

5.1 The Supplier shall comply with all applicable laws and regulations in the United Kingdom and the United Arab Emirates, including but not limited to those relating to health and safety, environmental protection, and employment.

5.2 The Supplier shall ensure that all goods and services supplied to NWC comply with all applicable standards and regulations in the United Kingdom and the United Arab Emirates.

## 6. Confidentiality

6.1 The Supplier shall keep confidential all information disclosed by NWC and shall not disclose such information to any third party without the prior written consent of NWC.

6.2 The obligations of confidentiality shall survive the termination of these Terms.



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## 7. Termination

- 7.1 NWC may terminate any order or contract with the Supplier immediately upon written notice if the Supplier:
- (i) Commits a material breach of these Terms and fails to remedy such breach within 14 days of receiving written notice;
  - (ii) Becomes insolvent or enters into liquidation or administration;
  - (iii) Ceases or threatens to cease to carry on business.
- 7.2 Upon termination, the Supplier shall immediately cease all work and deliver to NWC all goods and materials related to the order.

## 8. Limitation of Liability

- 8.1 NWC's liability to the Supplier for any claim arising out of or in connection with these Terms shall be limited to the amount paid by NWC for the goods or services giving rise to the claim.
- 8.2 NWC shall not be liable for any indirect or consequential loss or damage, including but not limited to loss of profit or business.

## 9. Force Majeure

- 9.1 Neither party shall be liable for any failure or delay in performance of its obligations under these Terms if such failure or delay is caused by events beyond its reasonable control, including but not limited to acts of God, war, terrorism, strikes, or government action.

## 10. Governing Law and Jurisdiction

- 10.1 These Terms shall be governed by and construed in accordance with the laws of the United Kingdom.
- 10.2 Any disputes arising out of or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of the United Kingdom.



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## 11. Updates

11.1 Any updates or changes to these Terms shall be communicated to the Supplier in writing and shall become effective upon receipt.

11.2 The Supplier shall acknowledge receipt of any updates and shall comply with the updated Terms.

