

- 1. Scope**
- 1.1 These **Purchase Terms** shall apply to the supply of all goods and services ("**Supplies**") to **ShelterBox** for which **ShelterBox** issues individual purchase orders ("**Purchase Orders**").
- 1.2 If a supplier of **Supplies** ("**Seller**") proposes its own terms and conditions, then these shall not be binding on **ShelterBox** save to the extent they are expressly accepted in writing by an authorized **ShelterBox** representative. Acceptance of and/or payment for **Supplies** by **ShelterBox** shall not be construed as acceptance by **ShelterBox** of **Seller's** terms and conditions even if **ShelterBox** is aware of such terms and conditions.
- 1.3 Changes, modifications, waivers, additions or amendments to these **Purchase Terms** shall not be binding on **ShelterBox** save to the extent that they are in writing and signed by an authorized **ShelterBox** representative.
- 2. Applicable Law**
- The validity and interpretation of these **Purchase Terms** and any **Purchase Order** shall be governed by English law, without reference to conflict of law principles.
- 3. Venue**
- Exclusive place of jurisdiction for all disputes arising out of or in connection with these **Purchase Terms** shall be the courts in England and Wales. **ShelterBox** is also entitled to sue **Seller** at **Seller's** principal place of business.
- 4. Release of Information**
- 4.1 Neither party hereto shall, without the prior written consent of the other party (which shall not be unreasonably withheld or delayed), publicly announce nor otherwise disclose, the existence or the content of any **Purchase Order**. Nothing in these **Purchase Terms** shall be construed as granting any rights to **Seller** (a) in any **ShelterBox** intellectual property or rights; (b) to use **ShelterBox** trademarks, trade names, name or logo on any marketing literature, websites, presentations, press releases or any other media form or in connection with any product, service or promotion; or (c) to use **ShelterBox** as a reference account.
- 4.2 Any knowledge or information that **Seller** may disclose to **ShelterBox** shall not be deemed to be confidential information and shall be acquired by **ShelterBox** free from any restrictions as to use or disclosure thereof, unless **ShelterBox** shall have agreed to accept confidential information from **Seller** pursuant to a duly executed nondisclosure agreement defining **ShelterBox** obligations with respect to such information.
- 5. General Indemnity**
- Seller** shall indemnify and keep indemnified **ShelterBox**, its officers, directors, employees, agents, affiliates, successors and assigns, against all claims, losses, damages, costs and other expenses (including reasonable legal fees) ("**Claims**"), arising out of or related in any way to: (a) the **Supplies** delivered hereunder; (b) any act or omission of **Seller**, its employees or agents in connection with the performance of any **Purchase Order**; (c) failure of **Seller**, its employees, or agents to comply with applicable laws and regulations in connection with the performance of any **Purchase Order**; or (d) breach by **Seller**, its employees, or agents of these **Purchase Terms**.
- 6. Insurance**
- Seller** shall obtain and maintain in force adequate insurance coverage, including product liability insurance.
- 7. Acceptance and Warranty**
- 7.1 Inspection upon Delivery.** Acceptance of **Supplies** by **ShelterBox** will not be deemed to take place until after arrival at the **ShelterBox** facility specified in a **Purchase Order** and after reasonable inspection by **ShelterBox**.
- 7.2 Seller** represents and warrants that **Supplies** provided by **Seller** under any **Purchase Order** conform to the requirements, specifications, and descriptions furnished by **ShelterBox** or referenced in a **Purchase Order** and that they are of good material and workmanship and free from all defects in manufacture or design, and of merchantable quality and fit for their intended purpose. Such warranties by **Seller** shall inhere to the benefit of **ShelterBox** and its customers. **ShelterBox** approval of designs furnished by **Seller** shall not relieve **Seller** of its obligation under this warranty. **Seller's** warranty shall be effective for the period of time set forth on the face of the applicable **Purchase Order**, or if no such time is set forth on the face of the relevant **Purchase Order**, the warranty shall be effective for one (1) year after the date of **ShelterBox** acceptance of the **Supplies**, or for such longer period specified by **Seller**.
- 7.3 Seller** shall, at **Seller's** expense and at **ShelterBox** option, promptly repair, replace or refund to **ShelterBox** amounts paid for any **Supplies** that do not conform to this warranty.
- 7.4 Services.** **Seller** represents and warrants to **ShelterBox** that any services to be provided under these **Purchase Terms** or a specific **Purchase Order** will be provided in accordance with good industry practice using a standard of skill and care that is no less than that ordinarily exercised by experienced and competent contractors performing services of a similar nature to the services to be provided under the **Purchase Orders**. Further, **Seller** represents and warrants that the services will be proper and sufficient for the purposes contemplated by **Purchase Orders**.
- 7.5** The above remedies shall be in addition to and not in lieu of any and all remedies available to **ShelterBox** under applicable law.
- 8. ShelterBox Property**
- 8.1 Seller** conveys to **ShelterBox** full and clear ownership and title to all goods, special drawings, dies, patterns, tooling, intellectual property or other items paid for by **ShelterBox** and **Seller** further represents and warrants that it has the right to do so.
- 8.2** Any materials, equipment, special drawings, dies, patterns or other items that may be provided by **ShelterBox** to **Seller** ("**Assists**") shall remain the property of **ShelterBox** unless otherwise specified. **Seller** shall preserve **Assists** in good condition, reasonable wear and tear accepted, and shall return them when the applicable **Purchase Order** has been completed or terminated, or at any other time if requested by **ShelterBox**. **Seller** shall not use **Assists**, or any special drawing, die, pattern, tool or other item made by **Seller** for the use of or delivery to **ShelterBox**, or for use by **Seller** in supplying **ShelterBox**, for any purpose other than supplying **ShelterBox**, without **ShelterBox** prior written consent. All risk of loss of or damage to **Assists** shall be upon **Seller** from the time of shipment to **Seller** until redelivery to and receipt by **ShelterBox**. **Assists** shall be stored separately by **Seller** and marked as property of **ShelterBox**.
- 9. Rights in Work Product**
- 9.1** In the course of its performance under any **Purchase Order**, **Seller** may conceive or reduce to practice inventions, discoveries, improvements, concepts, in tangible or intangible form, written materials, documentation, databases, designs, discs, programs, software, architectures, files and other material (collectively "**Work Product**"). Any and all rights in intellectual property, including rights under copyright and rights in patents, trademarks, designs, databases, know-how, trade secrets and other confidential information, whether registered or not and including any applications for the foregoing and all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world (collectively "**Intellectual Property Rights**") in and to the **Work Product** shall be the exclusive property of **ShelterBox** from the date of inception. **Seller** shall transfer or assign such **Intellectual Property Rights** to **ShelterBox** or, where such a transfer or assignment is not possible, grant **ShelterBox** an exclusive worldwide, perpetual license to use and exploit such **Intellectual Property Rights**. The remuneration for such transfer, assignment or license shall be included in the remuneration agreed in the respective **Purchase Order**. The **Work Product** shall be deemed to be **ShelterBox** confidential information and shall not be disclosed to any third party or used by **Seller** or others without **ShelterBox** prior written consent.
- 9.2** Notwithstanding the above, **Seller** and its licensors shall retain any and all pre-existing **Intellectual Property Rights** whether in tangible or intangible form, and developed, acquired or prepared by **Seller** prior to the issuance of the respective **Purchase Order** (collectively "**Pre-Existing Rights**"). To the extent that **Seller's** **Pre-Existing Rights** are embedded in or are an integral part of any **Supplies** provided to **ShelterBox** under any **Purchase Order**, **Seller** grants to **ShelterBox** a perpetual, irrevocable, worldwide, nonexclusive, transferable license (with the right to sub-license) to make, have made, use, reproduce, modify, distribute and display such **Pre-Existing Rights**. The remuneration for such license shall be included in the remuneration agreed in the respective **Purchase Order**. **Seller** shall notify **ShelterBox** in advance of any **Pre-Existing Rights** to be embedded in or made an integral part of any **Supplies**.
- 9.3 Seller** represents and warrants that it has, or will have, prior to commencement of work under any **Purchase Order** by any employee or third party performing work on behalf of **Seller**, valid and sufficient arrangements or agreements with such employee or third party such that all rights in and to all **Intellectual Property Rights** made by such employee or third party vests in **Seller**.
- 10. Intellectual Property Rights Indemnity**
- 10.1 Seller** shall indemnify and keep indemnified **ShelterBox**, its affiliates, officers, directors, agents, and employees, at **Seller's** expense, against all **Claims** that the purchase, use, or sale of **Supplies** and/or **Work Products** infringe(s) any third party **Intellectual Property Rights**. **Seller** shall not be obligated to defend or be liable for costs and losses to the extent the **Claim** is solely due to and would not have occurred but for (a) **Seller's** compliance with designs furnished by **ShelterBox** to **Seller** or (b) modification by **ShelterBox** of **Supplies** that was not authorized by **Seller**.
- 10.2** Without prejudice to Section 10.1, if any **Supplies** are, or in **ShelterBox** reasonable opinion are likely to become, the subject of a **Claim**, **Seller** shall, at its sole expense, procure the right for **ShelterBox** to continue using the **Supplies**. In the event **Seller** cannot procure such rights, **Seller** shall, at its option, either modify the **Supplies** to make them non-infringing, but still functionally equivalent, or replace the **Supplies** with functionally equivalent **Supplies** that are non-infringing.
- 11. Changes**
- 11.1 Seller** shall not make any changes in manufacturing, materials, testing, and configuration or otherwise that alter the form, fit or function of the **Supplies** nor shall it make any changes to any specifications or requirements, unless it has obtained **ShelterBox** prior written consent.
- 12. Cancellation**
- 12.1 ShelterBox** shall be entitled, without any liability to **Seller**, to cancel **Purchase Orders** where **Supplies** are scheduled for delivery more than three (3) months after the order date by giving at least two (2) months prior notice.
- 12.2 ShelterBox** is entitled to cancel any **Purchase Order** in whole or in part at any time by written notice to **Seller**. Such notice shall state the extent and effective date of such termination and, upon receipt of such notice, **Seller** shall comply with **ShelterBox** directions pertaining to work stoppage and the placement of further orders or subcontracts.
- 12.3** Within three (3) months after **ShelterBox** cancellation notice under Section 13.2, the parties shall negotiate in good faith with regard to the amount of reimbursement, if any, to be paid to **Seller** for work performed prior to **ShelterBox** notice of cancellation and/or the amount of prepayments to be refunded by **Seller** to **ShelterBox** for work not performed. **Seller** shall mitigate its claim to the maximum extent possible. The provisions of this paragraph shall not limit or affect **ShelterBox** right to terminate any **Purchase Order**.
- 13. Liability**
- 13.1 ShelterBox** will in no event be liable to **Seller** or third parties for any indirect, punitive, special, incidental or consequential loss or damage arising out of or in connection with any **Purchase Order** and / or these **Purchase Terms**. **ShelterBox** liability to **Seller** under these **Purchase Terms** or any **Purchase Order** shall not exceed the purchase price for goods or services delivered and accepted under the applicable **Purchase Order**.
- 14. Prices**
- 14.1** Prices shall be as stated in the applicable **Purchase Order**.
- 14.2** If **Seller** issues a general price decrease for any equipment and/or materials similar to the items described in any **Purchase Order**, a comparable price reduction shall automatically apply to the items described in such **Purchase Order**.
- 14.3** No extra charges of any kind, including charges for boxing or carriage, will be allowed unless specifically agreed to by **ShelterBox** in writing. Pricing by weight, where applicable, covers net weight of material.
- 15. Payment Terms**
- Invoices will be paid within the time period specified in the applicable **Purchase Order**. Invoices may only be issued after delivery. Invoices must be received by **ShelterBox** within 30 days of delivery of goods. Invoices must include a valid **Purchase Order** number corresponding to the applicable **Purchase Order**.
- 16. Taxes**
- With the exception of Value Added Tax ("**VAT**") which, if applicable, shall be at the rate valid at the time of delivery, **Seller** is responsible for all taxes imposed by any tax authority or government entity in connection with any **Purchase Order**. Each payment to be made by **ShelterBox** under a **Purchase Order** shall be subject to any deduction, withholding or set-off of tax as may be required under applicable laws, and **Seller** will upon request provide **ShelterBox** with appropriate tax documentation that is necessary to prevent or minimize such deduction, withholding or set-off of tax.
- 17. Delivery**
- 17.1** Delivery will be made in accordance with the Incoterm specified in the relevant **Purchase Order**. If no Incoterm is specified, then the applicable Incoterm shall be CIP (Incoterms 2010). Time of delivery is of the essence. **Seller** shall notify **ShelterBox** as soon as it becomes aware of a possible delay in delivery.
- 17.2** Failure to meet agreed upon delivery dates shall be considered a material breach of contract and, in addition to any other rights available to **ShelterBox** under these **Purchase Terms** or at law, **ShelterBox** is entitled to cancel the affected **Purchase Order** without liability if it becomes clear that **ShelterBox**-specified delivery dates will not be met.
- 17.3 ShelterBox** is entitled to reject late shipments and return them to **Seller** at **Seller's** expense.
- 17.4 Seller** shall not make commitments for material or production in excess of the amount or in advance of the time necessary to meet **ShelterBox** delivery schedule. It is **Seller's** responsibility to comply with this schedule, but not to anticipate **ShelterBox** requirements. **ShelterBox** is entitled to return to **Seller** **Supplies** shipped to **ShelterBox** in advance of schedule, at **Seller's** expense.
- 17.5 ShelterBox** is entitled to reschedule the delivery of any unshipped **Supplies** for later delivery within ninety (90) days of the originally scheduled delivery date without liability.
- 18. Contingencies**
- 18.1 Force Majeure.** If, despite **Seller's** best efforts, **Seller** is prevented from delivering or **ShelterBox** is prevented from receiving **Supplies** as a result of governmental actions or regulations, fires, strikes, accidents, natural disasters or other unforeseeable causes beyond the control of the party affected thereby ("**Affected Party**"), the obligation to receive or deliver shall be suspended for no longer than a reasonable time during which such causes continue to exist. The **Affected Party** must (a) give the other party immediate, detailed notice of the initial situation as soon as possible; (b) deliver ongoing detailed status reports to the other party regarding its efforts to fully remedy the situation; and (c) deploy all available reasonable resources to mitigate adverse impacts of the delay. Should such cause persist for more than forty-five (45) days, the other party is entitled to cancel the affected **Purchase Order** without liability.
- 18.2 Seller** is not excused by Section 19.1 from any of its obligations due to any reasonably foreseeable or preventable situation (including, but not limited to, late or insufficient deliveries by other suppliers, personnel turnover, labour disputes or strikes involving **Seller's** own personnel, third party equipment or software changes).
- 19. Over-Shipments**
- Seller** shall ship only the quantity(ies) specified in the applicable **Purchase Order**. **ShelterBox** reserves the right to return any over shipment at **Seller's** expense.
- 20. Packing and Shipping Instructions**
- Seller** shall ensure that shipments are properly packed and described in accordance with **ShelterBox** specifications and /or applicable carrier regulations. Shipments will be made in accordance with **ShelterBox** shipping instructions.
- 21. Subcontractors**
- Seller** shall not subcontract any portion of the work to be performed by it under any **Purchase Order** without **ShelterBox** prior written consent.
- 22. Ethical Conduct**
- Seller's** provision of **Supplies** shall be in accordance with the highest ethical standards. **ShelterBox** will not do business with any entity or person that **ShelterBox** believes has engaged in unethical practices. **ShelterBox** expects its suppliers to abide by this policy and not to engage in any activity that results or may result in a conflict of interest, embarrass **ShelterBox**, or harm **ShelterBox** reputation. **Seller** will: (a) maintain transparency and accuracy in corporate record-keeping and (b) act lawfully and with integrity in handling competitive data, proprietary information and other intellectual property. **Seller** will not engage in corrupt practices, including public or private bribery or kickbacks.
- 23. Antidiscrimination and Humane Treatment of Workers**
- 23.1 Seller** will employ workers on the basis of their ability to do the job and not on the basis of their personal characteristics or beliefs.
- 23.2 Seller** will assure that products (including parts) will not be produced, manufactured, mined, or assembled with the use of forced, prison, or indentured labour, including debt bondage, or with the use of illegal child labour in violation of International Labour Conventions for minimum age (ILO-C138) and child labour (ILO-C182). **Seller** will not require workers to remain in employment for any period of time against their will. If **Seller** provides housing or eating facilities, it will assure the facilities are operated and maintained in a safe and sanitary manner.
- 23.3 Seller** will operate safe, healthy and fair working environments, including managing operations so that overtime does not create inhumane working conditions. **Seller** will pay workers at least the minimum legal wage. **Seller** will assure that workers are free to join, or refrain from joining, associations of their own choosing, unless otherwise prohibited by law.
- 24. Record Keeping and Audits**
- 24.1 Seller** shall identify, create and safely retain full and detailed accounts and exercise all such controls as may be necessary or helpful for proper financial management, documentation and compliance under any **Purchase Order**. **Seller's** records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data related to any **Purchase Order** ("**Records**") shall be preserved for a period of three (3) years after final payment or for such longer period as may be required by law.
- 24.2 ShelterBox** shall have the right to audit all of **Seller's** **Records** (in whatever form they may be kept, whether written, electronic or other) and operations related to any **Purchase Order**. **Seller** shall provide **ShelterBox** external auditors (and internal auditors, provided **Seller** consents) that are under a professional obligation to secrecy with access to **Seller's** offices and/or manufacturing locations and relevant records and physical items during normal business hours, for purposes of auditing **Seller's** compliance with these **Purchase Terms** or the terms of any **Purchase Order**. **ShelterBox** shall provide **Seller** with twenty-four (24) hours prior written notice of its intention to audit **Seller**. **Seller** shall include in its agreements with permitted subcontractors audit provisions that allow **ShelterBox** to directly audit such subcontractors, to the same effect as the foregoing.
- 25. Waiver**
- Any failure of **ShelterBox** to enforce any of the provisions of these **Purchase Terms** at any time, or for any period of time, shall not constitute a waiver of such provisions nor of **ShelterBox** right to enforce each and every provision.
- 26. Severability**
- Should any provision of these **Purchase Terms** be or become invalid, the remaining provisions shall remain unaffected.