

Terms and Conditions of Purchase 2023: To be reviewed 06/09/2024.

1. Parties

This Agreement is entered into between RAM Universal, with registered office at Unit 20 Cottage Lane Industrial Estate, Broughton Astley, LE96TU, England and Wales, company number 1642089, VAT number 371886907, hereinafter referred to as "RAM," and the "Supplier," collectively referred to as the "Parties."

2. Product Specifications

2.1. Product specifications, including but not limited to temperature, pressure, and chemical resistance, shall be outlined in individual data sheets, and accompanying paperwork. Any use of Products beyond specified limits requires prior agreement with RAM.

3. Quality and Warranty

3.1. The Supplier guarantees that all manufactured Products are free from defects in design, material, and workmanship. This warranty remains valid for a period of 24 months from the date of delivery.

4. Compliance with Regulations

4.1. The Supplier shall ensure that all Goods supplied to RAM comply with all applicable statutory and regulatory requirements, including Health and Safety legislation.

5. Packaging

5.1. The Supplier shall be responsible for ensuring that all Goods are adequately and securely packaged to prevent damage during transit and upon arrival at RAM's premises. Inadequate packaging leading to damage in transit may result in the following repercussions:

5.1.1. RAM reserves the right to refuse acceptance of damaged Goods and may request replacement or repair at the Supplier's expense.

5.1.2. RAM may withhold payment for damaged Goods until they are replaced, repaired, or until a mutually agreeable resolution is reached.

5.1.3. The Supplier may be held liable for any additional costs incurred by RAM due to damaged Goods, including shipping, handling, and potential project delays.

6. Delivery

6.1. Delivery of Goods shall be made to RAM's address at LE96TU, on the date agreed upon during the order placement. Any delays in delivery must be promptly communicated to RAM. Deliveries should be made during normal working hours unless otherwise specified.

6.2. In the event of the Supplier's failure to deliver Goods on the agreed Delivery Date, the Supplier shall be responsible for any costs and expenses incurred by RAM in obtaining replacement goods. Force Majeure events will be considered in assessing liability for delivery delays.

7. Quality Assurance

7.1. RAM reserves the right to inspect and test Goods upon receipt. Goods not meeting specified quality standards may be returned to the Supplier at the Supplier's expense.

8. Payment Terms

8.1. RAM will make payments within 60 days of receipt of an accurate invoice, unless otherwise agreed in writing.

9. Indemnification

9.1. The Supplier shall indemnify RAM against all liabilities, costs, expenses, damages, and losses arising from:

- Actual or alleged infringement of third-party intellectual property rights.
- Claims for death, personal injury, or property damage caused by defects in Goods.
- Claims arising from the breach, negligent performance, or failure to perform the Contract by the Supplier, its employees, agents, or subcontractors.

10. Confidentiality

10.1. The Supplier shall maintain strict confidentiality regarding all technical or commercial information disclosed by RAM, including Specifications, inventions, processes, or initiatives.

11. Termination

11.1. Upon termination of the Contract, the Supplier shall discontinue all work related to the Contract. RAM will compensate the Supplier fairly and reasonably for work in progress at the time of termination, excluding anticipated profits or consequential losses. Accrued rights, remedies, obligations, and liabilities of the Parties shall remain unaffected after termination.

12. Compliance with Foreign Trade Regulations

12.1. The Supplier acknowledges and agrees that items supplied to RAM must not originate from restricted countries, including but not limited to Cuba, Afghanistan, Iran, North Korea, Syria, Belarus, Democratic Republic of Congo, Iraq, Libya, Nicaragua, Russia, Ukraine, Crimea, Somalia, Sudan, Venezuela, Zimbabwe. The Supplier must specify the Country of Origin, Harmonized Tariff Code, and any controlled goods in their response.

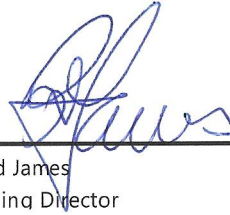
By accepting an order from RAM, the Supplier acknowledges and agrees to comply with these Terms and Conditions of Purchase. Any modifications to this Agreement must be agreed upon in writing by both Parties.

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Robert James
Managing Director

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Richard James
Managing Director