SECTION 1. DEFINITIONS – The following definitions apply: “Bribry Legislation” means the United Kingdom Bribery Act 2010 and any and all similar bribery and/or anti-corruption legislation in any country to which the delivery of the Goods is accomplished by a delivery note which shows the date of the Order, the Order number (if any), the hype and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), and any other information necessary to enable Customer to determine Supplier’s compliance with these Conditions. If such information is not set out on the delivery note, Customer must be provided with such information before delivery of the Goods remaining to be delivered. If Supplier requires Customer to return any packaging material for the Goods to Supplier, that fact shall be clearly stated on the delivery note. Any such instructions for the return of packaging material must be accompanied by a return shipping note that shows the date of the Order, the Order number (if any), the hype and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), and any other information necessary to enable Customer to determine Supplier’s compliance with these Conditions. If such information is not set out on the delivery note, Customer must be provided with such information before delivery of the Goods.”

SECTION 4. DELIVERY OF GOODS - Supplier shall ensure that: (i) the Goods are properly packaged and secured in such manner as to enable them to reach their destination in good condition; (ii) the delivery of the Goods is accomplished by a delivery note which shows the date of the Order, the Order number (if any), the hype and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), and any other information necessary to enable Customer to determine Supplier’s compliance with these Conditions. If such information is not set out on the delivery note, Customer must be provided with such information before delivery of the Goods. Customer may, at its sole discretion, reject the entire amount of Goods delivered or the excess Goods. Customer will hold such rejected Goods at Supplier’s risk and expense, including storage charges, while awaiting Supplier’s return shipping instructions. Supplier shall bear all return shipping charges, including, without limitation, insurance charges that Customer incurs on Supplier’s behalf. Customer may, in its sole discretion, destroy or sell at a public or private sale any rejected Goods for which Customer does not receive return shipping instructions from Supplier within a reasonable time, and apply the proceeds, if any, first toward any storage charges. If Supplier delivers more or less than the quantity of Goods ordered, and Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods. Supplier shall not deliver the Goods in installments without Customer’s prior written consent.

SECTION 5. SUPPLY OF SERVICES - If the Contract is for or includes Services to be performed by Supplier then shall from the Commencement Date and for the duration of the Contract provide all Goods and/or services identified in the Order. Supplier shall meet any performance dates for the Services specified in the Order or provided to Supplier by Customer. In providing the Services, Supplier shall: (i) co-operate with Customer in all matters relating to the Services and comply with all instructions of Customer; (ii) perform the Services with the best care, skill, and diligence in accordance with best practice in Supplier’s industry, profession, or trade; (iii) use personnel who are suitably skilled, trained, and experienced to perform the tasks assigned to them and in sufficient number to ensure that Supplier’s obligations are fulfilled in strict accordance with the Contract; (iv) ensure that the Services and Deliverables will strictly conform with all descriptions and specifications set out in the Order; (v) give all information or instructions and specifications required by the Services set out in writing by Customer and delivered to Supplier, including any description or specification for Services contained in the Order; “Supplier” means the person or firm from which Customer purchases the Goods and/or Services; and “Supplier Related Party” means Supplier’s subsidiaries, affiliates, directors, officers, employees, agents, contractors, representatives, and all other persons employed or engaged by Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associated person of such person; and “The Code” has the meaning set out in Section 6(h) hereof.

SECTION 2. BASIS OF CONTRACT - The Order constitutes an offer by Customer to purchase Goods and/or Services from Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (i) Supplier issuing written acceptance of the Order; or (ii) any act by Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence and both parties shall be bound by the terms and conditions of the Contract. The Contract shall be governed by and construed in accordance with the laws of any jurisdiction applicable from time to time to the Supplier, the Customer, these Conditions and the Order. "Conditions" means this document, and any other applicable Modern Slavery Policy and any other applicable Modern Slavery Act. "Conditions" means these terms and conditions, as amended from time to time; "Conflict Minerals" means tin, tungsten, tantalum and gold and any compounds and/or derivatives of these elements; "Company" means a country that directly or indirectly finance of benefit of armed groups; "Contract" means the contract between Customer and Supplier for the supply of Goods and/or Services in accordance with these Conditions. "Customer," means KENWAY COMPOSITES; "Customer Materials" has the meaning set out in Section 5(b) hereof; "Customer’s Modern Slavery Policy" means the Anti-Slavery and Human Trafficking Policy of the Customer and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which is attached); “Deliveries” are all documents, products, and materials developed by Supplier or its employees, agents, contractors, representatives, and all other persons employed or engaged by Supplier as part of or in relation to the Services in any form or media, including, without limitation, drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications, and reports (including drafts); "Delivery Location" has the meaning set out in Section 4(b) hereof; "Goods" are the goods (or any part of them) to be provided by Supplier under the Contract; "Goods Specification" is any specification for the Goods, including any related plans and drawings, that is set out in writing by Customer and delivered to Supplier, including any specifications contained in the Order; "Intellectual and Property Rights" means patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to protect the confidentially of information, and all other intellectual property rights, in each case whether registered or unregistered and including all applications, and rights to apply for and to be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world; "Delivery Regulations" means the contract between Customer and Supplier for the supply of Goods and/or Services, as set out in Customer’s purchase order form, including these Conditions; "Modern Slavery Laws" means the United Kingdom Modern Slavery Act 2015 and all other applicable laws which relate to slavery, indentured: and human trafficking and apply from time to time to the Supplier, the Customer, these Conditions and the Contract and/or its subject matter. "Modern Slavery Policy" means an internal policy to ensure compliance with the Modern Slavery Laws, which shall include provision of appropriate and regular training for any Supplier Related Party. "Services" means the services, including, without limitation, any Deliverables, to be provided by Supplier under the Contract as set out in the Order. "Supplier's Code of Business Conduct" means the description or specification for any Goods that are to be provided by Supplier under the Contract; "Supplier’s Modern Slavery Policy” means the Anti-Slavery and Human Trafficking Policy of the Supplier and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which is attached); ‘’Supplier’s Modern Slavery Policy” means the Anti-Slavery and Human Trafficking Policy of the Supplier and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which is attached); “Supplier’s Materials” means the Goods and/or services from Supplier in accordance with these Conditions. The Order shall be deemed to be accepted on the earlier of: (i) Supplier issuing written acceptance of the Order; or (ii) any act by Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence and both parties shall be bound by the terms and conditions of the Contract. The Contract shall be governed by and construed in accordance with the laws of any jurisdiction applicable from time to time to the Supplier, the Customer, these Conditions and the Order. "Conditions" means these terms and conditions, as amended from time to time; "Conflict Minerals" means tin, tungsten, tantalum and gold and any compounds and/or derivatives of these elements; "Company" means a country that directly or indirectly finance of benefit of armed groups; "Contract" means the contract between Customer and Supplier for the supply of Goods and/or Services in accordance with these Conditions. "Customer," means KENWAY COMPOSITES; "Customer Materials" has the meaning set out in Section 5(b) hereof; "Customer’s Modern Slavery Policy" means the Anti-Slavery and Human Trafficking Policy of the Customer and/or its parent or holding company, as updated by the Customer and notified to the Supplier from time to time (a copy of which is attached); “Deliveries” are all documents, products, and materials developed by Supplier or its employees, agents, contractors, representatives, and all other persons employed or engaged by Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associated person of such person; and “The Code” has the meaning set out in Section 6(h) hereof.

SECTION 3. SUPPLY OF GOODS - Supplier warrants that the Goods shall: (i) correspond with the description and/or the appearance of any samples, if any, supplied by Customer; (ii) be free from defects in design, materials, and workmanship and remain so for twelve (12) months after delivery; and (iii) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, storing, handling, selling, and packing of the Goods and all associated products. Supplier shall not, without the prior written consent of Customer, sell any rejected Goods for which Customer does not receive return shipping instructions from Supplier and shall meet any performance dates for the Services specified in the Order or provided to Supplier by Customer. In providing the Services, Supplier shall: (i) cooperate with Customer in all matters relating to the Services and comply with all instructions of Customer; (ii) perform the Services with the best care, skill, and diligence in accordance with best practice in Supplier’s industry, profession, or trade; (iii) use personnel who are suitably skilled, trained, and experienced to perform the tasks assigned to them and in sufficient number to ensure that Supplier’s obligations are fulfilled in strict accordance with the Contract; (iv) ensure that the Services and Deliverables will strictly conform with all descriptions and specifications set out in the Order; (v) give all information or instructions and specifications required by the Services set out in writing by Customer and delivered to Supplier, including any description or specification for Services contained in the Order; “Supplier” means the person or firm from which Customer purchases the Goods and/or Services; and “Supplier Related Party” means Supplier’s subsidiaries, affiliates, directors, officers, employees, agents, contractors, representatives, and all other persons employed or engaged by Supplier, including its own suppliers, in connection with the Contract or any part of it and/or any associated person of such person; and “The Code” has the meaning set out in Section 6(h) hereof.
SECTION 9. CHARGES AND PAYMENT - The price for the Goods shall be: (i) the price set out in the Order, or if no price is quoted, the price set out in Supplier’s published price list in force as of the Commencement Date and (ii) inclusive of all costs of packaging, insurance, shipping, delivery, loading and unloading of the Goods and all duties, customs, tariffs, imposts, and government-imposed surcharges, unless otherwise agreed in writing by Customer. No extra charges shall be effective unless agreed to in writing and signed by Customer. The charges for the delivery, loading and unloading of the Goods shall be in addition to the performance of the Services. In respect of Goods, Supplier shall invoice Customer on or at any time after completion of delivery. In respect of Services, Supplier shall invoice Customer on completion of the Services. Customer shall check the accuracy and correctness of all invoices and not later than 30 days after the end of the month in which a correctly rendered invoice is provided to Supplier, Customer shall, on receipt of a valid VAT invoice from the Supplier, pay the VAT due as chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services. In consideration of the supply of Goods and/or Services by Supplier, Customer shall pay the invoiced amounts within thirty (30) days of the end of the month in which a correctly rendered invoice is provided to Supplier, unless Customer has agreed to other payment terms in writing. In no event shall Customer be entitled to make any deduction from any amounts payable to Supplier without Supplier’s prior written consent (other than deduction or set-off in respect of any sums due to Supplier in respect of any claims entertained by Supplier in relation to the Goods or the Services). Customer shall also deduct from any amounts payable to Supplier any sums due to Supplier in respect of any claims entertained by Supplier in relation to the Goods or the Services. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier the amount of VAT as chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services. In consideration of the supply of Goods and/or Services by Supplier, Customer shall pay the invoiced amounts within thirty (30) days of the end of the month in which a correctly rendered invoice is provided to Supplier, unless Customer has agreed to other payment terms in writing. In no event shall Customer be entitled to make any deduction from any amounts payable to Supplier without Supplier’s prior written consent (other than deduction or set-off in respect of any sums due to Supplier in respect of any claims entertained by Supplier in relation to the Goods or the Services).
SECTION 13. LIABILITY - To the fullest extent permitted by law, under no circumstances will Customer be liable to Supplier for an amount in excess of the price actually paid for the Goods and/or Services under the Contract for any claims, losses, liens, costs, liabilities, causes of action, suits, demands, judgments, fines, penalties, costs, damages, losses, violations, and expenses (including without limitation, attorneys’ fees, court costs, and costs of investigation) of any nature, kind, or description, whether based in contract, warranty, indemnity, or tort (including negligence and strict liability), of each and every nature directly or indirectly, arising out of, resulting from or related to the Contract or the Goods and/or Services.

SECTION 14. CONFIDENTIALITY - A party (receiving party) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, initiatives, and all other intellectual property that are of a confidential nature and have been disclosed to the receiving party by the other party (disclosing party), its employees, contractors, agents, and representatives, and any other confidential information concerning the disclosing party’s business, its products, and services that the receiving party may obtain. The receiving party shall only disclose such confidential information to its employees, contractors, agents, and representatives who need to know it for the purpose of discharging the receiving party’s obligations under the Contract, and shall ensure that such employees, contractors, agents, and representatives comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party’s confidential information as is required to be disclosed by law, any governmental or regulatory authority, or by a court of competent jurisdiction.

SECTION 15. TERMINATION - Without limiting its other rights or remedies, Customer may terminate the Contract: (i) in respect of the supply of Goods, on any Supplier’s written notice; and (ii) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving written notice to Supplier, whereupon Supplier shall discontinue all work under the Contract. Customer shall pay Supplier fair and reasonable compensation for any work in progress to the extent that the same cannot be reemployed or otherwise mitigated in respect of the Goods at the time of termination, but such compensation shall not include loss of profits or any consequent loss or indirect loss or damage whatsoever. Without limiting its other rights or remedies, Supplier may terminate the Contract by giving Customer three (3) months’ written notice. In those circumstances where both Goods and Services are to be supplied under the Contract, and a party to the Contract has the right to terminate the Contract, that party may terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remainder. Without limiting its other rights or remedies, Customer may terminate the Contract with immediate effect by giving written notice to Supplier if Supplier: (i) commits a material breach of the terms of the Contract and (if such a breach is remediable) fails to remedy that breach within thirty (30) days of receipt of notice in writing to do so; (ii) commits an MSA Offence; (iii) becomes insolvent, or a bankruptcy petition is filed against it, or enters into any type of proceeding under and pursuant to the insolvency or receivership laws of the United States or any state or other jurisdiction; (iv) makes a general assignment for the benefit of creditors; (v) fails to pay any one or more of its components suppliers on a timely basis; (vi) does not meet any of its covenants, obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract, that party may terminate the Contract for any reason.

SECTION 16. CONSEQUENCES OF TERMINATION - On termination of the Contract for any reason, Supplier shall immediately (but no later than three (3) Business Days), upon direction by Customer, deliver to Customer all Deliverables whether or not then complete, and return all Customer Materials to Customer to the extent that the same are not stored in backup IT systems where Supplier shall not be required to have to retrieve the same. Where Supplier fails to deliver all Deliverables and return all Customer Materials to Customer, Customer may enter Supplier’s premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for the safekeeping of any property not connected with the Contract. If Supplier fails to immediately return all Customer Materials, Supplier shall indemnify Customer for all liabilities, costs, expenses, damages, and losses (including but not limited to any direct, indirect, or consequential losses, loss of profit, loss of reputation, and all interest, penalties, and legal costs and expenses and all other reasonable professional costs and expenses) suffered by Customer as a result of or in connection with Supplier’s failure to immediately return the Customer Material.

SECTION 17. FORCE MAJEURE - Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure results from events, circumstances, or causes beyond its reasonable control, including, but not limited to: (i) Acts of God, flood, drought, earthquake, the collapse of buildings, fire or explosion or other natural disaster; (ii) terrorist attack, civil war, civil commotion, riots, war, threat of or preparation for war, or armed conflict; (iii) imposition of sanctions, embargo, or breaking off of diplomatic relations; (iv) nuclear, chemical, or biological contamination or sonic boom, epidemic, or pandemic; and (v) any law or any action taken by a Government or public authority, including, without limitation, any import or export restriction, quota, or prohibition (each a “Force Majeure Event”). Supplier shall use all reasonable endeavors to mitigate the effect of a Force Majeure Event on the performance of its obligations. If a Force Majeure Event prevents, hinths, or delays Supplier’s performance of its obligations for a continuous period of more than thirty (30) days, Customer may terminate the Contract immediately by giving written notice to Supplier.

SECTION 18. ASSIGNMENT AND OTHER DEALINGS - Customer may at any time assign, transfer, mortgage, charge, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract. Supplier shall not assign, transfer, mortgage, charge or subcontract with all or any of its rights or obligations under the Contract without the prior written consent of Customer, which consent may be withheld for any reason. If Customer consents to Supplier’s use of a subcontractor, Supplier will (i) guarantee and will remain primarily liable for the performance of all subcontracted obligations and (ii) indemnify Customer for 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 and other professional costs and expenses) suffered or incurred by Customer arising out of or in connection with Supplier’s subcontractor’s failure to perform in strict accordance with the Contract.