

The Invisible Systems Conditions for the Agreement to Purchase of Goods and Services.

These conditions are applicable to Purchase Orders placed by Invisible Systems Limited and forms part of any Purchase Order or Contractual Agreement entered between the parties.

For the avoidance of doubt the terms and conditions defined shall take precedence over any other supplier standard terms and conditions commencing from the earlier of the effective date or latest Purchase Order. Where existing Contractual Agreements are in place between the parties, these terms and conditions shall apply on a supplementary basis where they provide additional scope not already covered by the existing agreement.

Definitions

Invisible Systems – The entity purchasing the Goods or Services

Supplier – The entity supplying the Goods or Services to Invisible Systems

Maximum Purchase Amount – the maximum quantity of Goods and Services which Invisible Systems commits to purchase from the Supplier in accordance with this agreement in respect of the period specified in that Purchase Order

Failure Rate - The percentage of Goods supplied under a Purchase Order which are found to be defective, non-conforming, or otherwise in breach of the specification

Confidential Information – any information of a confidential nature concerning the business, assets, affairs, customers, clients or suppliers of the other party or of any member of its Group, including information relating to a party's operations, processes, plans, product information, know-how, designs, trade secrets, software, market opportunities and customers.

Goods - Any physical products or equipment supplied by the Supplier under a Purchase Order.

Services - Any services, support, installation, maintenance or other professional services provided by the Supplier under a Purchase Order

Purchase Order - A written instruction issued by Invisible Systems to the Supplier for the supply of Goods or Services subject to these Conditions

Contractual Agreement – An agreement between Invisible Systems and the Supplier that supersedes this Agreement to Purchase

Agreement to Purchase - The contract formed between Invisible Systems and the Supplier, consisting of a Purchase Order, these Terms and Conditions, and any supplementary written agreement

Business Day – a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Expert – a person appointed to resolve certain matters as specified in this agreement

1. Agreement to Purchase

1.1. Each Purchase Order shall be issued in writing and specify a Maximum Purchase Amount.

- 1.2. Written acceptance of the Purchase Order, dispatch or delivery of the goods, or commencement of the provided Services will act as acceptance of these conditions of purchase unless otherwise agreed.
 - 1.3. No variation of the conditions of purchase, Purchase Order or Contractual Agreement shall be binding unless made by written agreement between Invisible Systems and the supplier.
2. Price and Payment
 - 2.1. The price of Goods and Services shall be listed on the Purchase Order inclusive of any packaging and insurance costs and be exclusive of value added tax unless otherwise stated.
 - 2.2. Any additional payments for delivery or other Services must be listed and priced as agreed.
 - 2.3. The Supplier may invoice Invisible Systems on receipt of Goods and completion of Services including a Purchase Order reference on the invoice.
 - 2.4. Invisible Systems will pay all invoices on 60 days end of month terms unless otherwise agreed and stated in a Purchase Order or Contractual Agreement.
 - 2.5. Should Invisible Systems dispute any amounts due on an invoice, notification will be provided within 5 Business Days and the disputed payment held until the dispute is resolved.
 - 2.6. Where parties have not resolved any payment dispute within 60 days of Invisible Systems giving notice of the dispute the parties shall first identify and agree on the appointment of an independent Expert, to whom each party shall bear their own costs, and that expert shall determine the matters referred to the Expert under the agreement. The Expert may award interest as part of their decision. The Expert's written decision on the matters referred to the Expert shall be free from liability, final and binding on the parties in the absence of manifest error or fraud.
 - 2.7. Invisible Systems shall be entitled to set off against any sum due to the Supplier any sum owed to Invisible Systems by the Supplier.
3. Quality and Description
 - 3.1. Any supplied Goods and Service shall correspond with their description and any applicable specifications.
 - 3.2. Correspond in all respects with any samples provided by the Supplier to Invisible Systems
 - 3.3. Comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, carriage, packing and delivery of the Goods and the performance of the Services.
 - 3.4. The Supplier must maintain a fully traceable quality history for all products supplied, including component and batch-level tracking. Upon request, the Supplier shall promptly provide traceability information for any unit or component relative to the purchase order.
4. Inspection and Testing
 - 4.1. No more than once per year during term of this agreement, or 12 months following the provision of a Purchase Order, Invisible Systems shall have the right to enter the Suppliers premises during Business Hours and on reasonable notice to:
 - 4.1.1. Inspect, take samples and test goods.
 - 4.1.2. Review and take copies of any applicable test sheets and records for the purpose of auditing compliance.
 - 4.2. If, because of such inspection or testing, Invisible Systems is of the opinion that the Goods do not comply with the defined quality standards or are unlikely on completion of manufacture or processing so to comply, the Supplier shall immediately take such steps as may be necessary to comply with the Agreement.
 - 4.3. For the avoidance of doubt such inspection or right to inspect shall not constitute acceptance or approval by Invisible Systems of the Goods or Services.
5. Delivery
 - 5.1. The Goods should be delivered to and the Services performed at the specified delivery address or as directed to the Supplier by Invisible Systems on the date or during the period set in the Purchase Order.
 - 5.2. Invisible Systems shall be entitled to reject any Goods delivered which are not in accordance with the Agreement to Purchase.

- 5.3. No delivery shall be deemed accepted until Invisible Systems has had reasonable time to inspect the Goods, or if identified later, within a reasonable timeframe following the identification of the defect.
- 5.4. If the Supplier fails to supply Goods and Services of the quality specified or required to comply with the Agreement to Purchase then Invisible Systems will be entitled to:
 - 5.4.1. Invisible Systems reserves the right to reject Goods if the failure rate exceeds 1% of the Maximum Purchase Amount.
 - 5.4.2. Obtain equivalent Goods or Services from an alternative source and the Supplier will reimburse Invisible Systems for any reasonable additional costs incurred in so doing.
 - 5.4.3. Reject, and to require the Supplier to replace, at no charge, any such Goods.
- 5.5. Time of delivery of the Goods and of performance of the Services shall be of the essence of the Agreement to Purchase.
- 5.6. Any extension of time for delivery or performance must be agreed in advance between Invisible Systems and the Supplier in writing. Any time so extended shall be of the essence.
- 5.7. If it has been agreed that the Goods are to be delivered or the Services are to be performed by instalments, they may be invoiced and paid for separately. However, the Agreement to Purchase will still be treated as a single contract and not severable and any failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle Invisible Systems to treat the Purchase Order as not being fulfilled and to obtain remedies as appropriate.
- 5.8. A delivery or advice note must accompany all Goods dispatched to the delivery address.
6. Title and Risk
 - 6.1. Title and risk in the Goods shall pass to the Customer on completion of delivery.
7. Warranties and Liabilities
 - 7.1. The Supplier warrants to Invisible Systems that on completion of delivery and for a period of a minimum of 12 months immediately thereafter that the Goods supplied to Invisible Systems by the Supplier under any Agreement to Purchase shall:
 - 7.1.1. Conform to the specification
 - 7.1.2. Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended)
 - 7.1.3. Be free from defects in material and workmanship; and
 - 7.1.4. Comply with all applicable statutory and regulatory requirements.
 - 7.2. The Supplier warrants to Invisible Systems that the Services will be performed by appropriately qualified and trained personnel acting with due care and diligence and to the best industry standard.
 - 7.3. The Supplier shall indemnify Invisible Systems in full against all liabilities, losses, costs, damages, expenses and claims made against, awarded against or incurred or paid by Invisible Systems as a result of or in connection with any breach of warranty or omission of the Supplier in supplying, delivering and installing Goods or performing Services.
 - 7.4. The Supplier shall carry appropriate levels of public and product liability insurance
 - 7.5. If Goods and Services are not supplied or performed in accordance with this Agreement to Purchase the Supplier shall at its own cost repair or supply replacement Goods and Services.
 - 7.6. The total aggregate liability for any party will be limited to the net Order value except where such liability is uncapped by law or arising from death or personal injury, fraud, or infringement of intellectual property rights
8. Force Majeure
 - 8.1. Invisible Systems shall not be liable for any failure to take or make use of the Goods or Services or for any delay in taking or making use of the same which is due wholly or partially to any strike, lock-out or other industrial action, or any other event beyond the reasonable control of Invisible Systems.
9. Termination
 - 9.1. Invisible Systems shall be entitled to terminate a Purchase Order without liability to the Supplier by giving written notice to the Supplier at any time where the following applies:

- 9.1.1. the Supplier is in breach of any of its obligations under the Agreement to Purchase.
 - 9.1.2. there is a change of control of the Supplier without prior consent for the novation of any outstanding Agreement to Purchase.
- 9.2. Invisible Systems may cancel any Purchase Order in whole or in part at any time by giving written notice to the Supplier and will be liable only for demonstrable and reasonable costs associated with the Purchase Order and affiliated schedule to deliver the Goods and Services up to the date of notice and will not exceed the price that would otherwise have been paid
- 10. Confidentiality and Data Protection
 - 10.1. Each party undertakes that it shall not at any time during the term, and for a period of two years after termination of this agreement, disclose to any person any Confidential Information, except as permitted by clause 10.2
 - 10.2. Each party may disclose the other party's Confidential Information:
 - 10.2.1. To its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause
 - 10.2.2. As may be required by law, a court of competent jurisdiction, or any governmental or regulatory authority.
 - 10.3. No party shall use any other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.
 - 10.4. The Supplier shall abide by all applicable laws, regulatory guidance and codes of practice relating to the holding and processing of personal data and privacy that may exist in any relevant jurisdiction.
 - 10.5. The confidentiality obligations outlined in this agreement shall survive its termination.
- 11. Compliance
 - 11.1. The Supplier shall comply with all other relevant legal obligations or Invisible Systems policies and codes of conduct notified to the Supplier from time to time or as available at www.invisible-systems.com.
- 12. General
 - 12.1. The Purchase Order is personal to the Supplier, and the Supplier shall not without the written consent of Invisible Systems sub-contract or assign all or any of its rights or obligations under the Agreement to Purchase.
 - 12.2. This Agreement to Purchase shall be governed by the law of England and Wales.
 - 12.3. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim associated with this Agreement to Purchase.
 - 12.4. A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
 - 12.5. This Agreement to Purchase constitutes the entire agreement between the parties and supersedes all prior discussions, negotiations or agreements relating to its subject matter where a Contract Agreement does not exist.
 - 12.6. Any notices under this Agreement shall be in writing and delivered by hand, post, or email to the registered address or principal place of business of the receiving party.