

Unassailable 'fit and forget' pressure moulded cable systems for hostile environments

QP7-10 Rev 02

September 2021

## Scientific Management International Terms and conditions

### 1. DEFINITIONS AND INTERPRETATION

#### 1.1. Definitions:

**'Company'** means Scientific Management International Limited Ltd company number 02766825 whose Registered Office is North Way, Walworth Business Park, Andover, Hampshire, SP10 5AZ.

**'Legal Obligations'** are the terms and conditions set out in this document.

**'Contract'** means any contract for the purchase of Goods by the Company from the Supplier.

**'Data Protection Legislation'** means the UK Data Protection Legislation and any other European Union legislation relating to personal data and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

**'Goods'** means the goods specified in the Order and all parts or components of them.

**'Order'** means the Company's order printed overleaf to the Supplier in respect of the Goods.

**'Supplier'** means the supplier to whom the Order is issued.

**'Legal Obligations'** means any present or future statute, statutory instrument or bylaw, or any present or future regulation, order, direction, code of practice or requirement of any statutory, public, local or other competent authority or court of competent jurisdiction insofar as it relates to the Goods or to its use irrespective of the person on whom the obligation is imposed.

**'UK Data Protection Legislation'** means all applicable data protection and privacy legislation in force from time to time in the UK including the General Data Protection Regulation ((EU) 2016/679); the Data Protection Act 2018; the Privacy and Electronic Communications Directive (2002/58/EC) (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

#### 1.2. Interpretation:

**1.2.1.** A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

**1.2.2.** A reference to a party includes its successors and permitted assigns.



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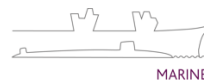
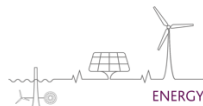
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**1.2.3.** A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

**1.2.4.** Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

**1.2.5.** A reference to writing or written includes emails.

## 2. EXISTENCE OF CONTRACT

**2.1.** These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

**2.2.** The Order is liable to cancellation unless accepted by the Supplier within 5 working days of the date of the Order. Acceptance shall be by means of any written acknowledgment whether or not it seeks to impose new conditions (unless clearly stated on its face to be a counter-offer) or delivery of the Goods.

**2.3.** The Contract shall incorporate the Order and any specifications, drawings or conditions referred to in it, the conditions set out below and all terms and conditions implied by law.

**2.4.** Except as expressly provided for in this document no variation or amendment of this document or oral promise or commitment related to it shall be valid unless committed to writing and signed by or on behalf of both parties.

## 3. THE GOODS

**3.1.** The Supplier shall ensure that the Goods shall

**3.1.1.** correspond with their description and any applicable specification;

**3.1.2.** be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement;

**3.1.3.** where they are manufactured products, be free from defects in design, material and workmanship and remain so for 24 months after delivery; and

**3.1.4.** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

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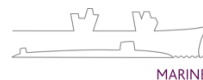
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## 4. SUPPLY OF DOCUMENTS

### 4.1. The Supplier shall:

- 4.1.1. on dispatch of the Goods or completion of any work send detailed advice notes (which shall accompany the Goods) and invoices in which VAT will be shown as a strictly net item;
- 4.1.2. send by the 15th day of each month a statement of all invoices rendered during the previous month; and
- 4.1.3. mark the Company's Order numbers and any part numbers on all invoices, advice notes, statements, correspondence packages and packing.

## 5. TERMS OF PAYMENT

- 5.1. Supplier shall issue an invoice to The Company on or any time after the completion of delivery and only in accordance with the Terms. The Company shall pay all properly invoiced amounts due to Supplier within 30 (Thirty) days from invoice date, after The Company's receipt of such invoice, except for any amounts disputed by The Company in good faith. In the event of a payment dispute, The Company shall deliver a written statement to The Company no later than 30 (thirty) days prior to the date payment is due on the disputed invoice listing all disputed items and providing a reasonably detailed description of each disputed item. The parties shall seek to resolve all such disputes expeditiously and in good faith. Supplier shall continue performing its obligations under the Order notwithstanding any such dispute.
- 5.2. These terms will be reduced to 15 days when a supplier meets an On Time in Full (OTIF) performance target of 95% over a period of six months.
- 5.3. Prices chargeable for Goods under the Order shall not exceed prices charged by the Supplier for the same or similar Goods to any other buyer.
- 5.4. Invoices shall be posted quoting the Company's Order and consignment quantity immediately after dispatch of the Goods.
- 5.5. Supplier represents and warrants that the price for the Goods is the lowest price charged by Supplier to any of its external buyers for similar volumes of similar Goods. If Supplier charges any other buyer a lower price, Supplier must apply that price to all Goods under this Order.
- 5.6. No extra charges shall be effective unless agreed in writing with the Company.
- 5.7. The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Company may convert either liability at a

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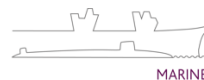
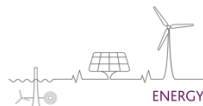
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market rate of exchange for the purpose of set-off. Any exercise by the Company of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

## 6. PRICE

The price of the Goods is the price stated in the Order (the "Price"). If no price is included in the Order, the Price shall be the price set out in Supplier's published price list in force as of the date of the Order. Unless otherwise specified in the Order, the Price includes all packaging. No increase in the Price is effective, whether due to increased material, labor or transportation costs or otherwise, without the prior written consent of the Company.

## 7. DELIVERY

- 7.1. All goods shall be packed for shipment according to The Company's instructions or, if there are no instructions, in a manner sufficient to ensure that the Goods are delivered in undamaged condition. Supplier must provide The Company prior written notice if it requires The Company to return any packaging material. Any return of such packaging material shall be made at Supplier's expense.
- 7.2. All Goods shall be delivered to the address specified in this Order (the "Delivery Location") during the Company's normal business hours or as otherwise instructed by Company.
- 7.3. The Supplier shall furnish such timetables, schedule of manufacture or completion as the Company requires and shall promptly advise the Company in writing if such schedule are or are likely to be delayed.
- 7.4. The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods to the correct delivery point or return any items delivered in excess of the quantity specified in the Order.
- 7.5. The Supplier must provide COSHH, TSCS and MSDS statements (when required) and ensure all packaging and marking of Goods complies with all applicable statutory regulations whether national or international including (without prejudice to the foregoing) section 6 of the Health and Safety at Work Act 1974 and shall indemnify the Company against all damage, costs, losses, charges, expenses or liabilities whatsoever caused by or arising out of any breach of those duties.
- 7.6. Supplier shall deliver the Goods in the quantities and on the date(s) specified in this Order or as otherwise agreed in writing by the parties (the "Delivery Date"). If no delivery date is specified, Supplier shall deliver the Goods within 10 (ten) days of Supplier's receipt of the Order. Timely delivery of the Goods is of the essence. If Supplier fails to deliver the Goods in full on the Delivery Date, The Company may

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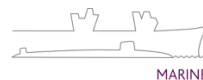
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terminate the Order immediately by providing written notice to Supplier and Supplier shall indemnify The Company against any losses, claims, damages, and reasonable costs and expenses directly attributable to Supplier's failure to deliver the Goods on the Delivery Date. The Company has the right to return any Goods delivered prior to the Delivery Date at Supplier's expense and Supplier shall redeliver such Goods on the Delivery Date.

- 7.7.** Delivery shall be made in accordance with the terms on the face of this Order. Supplier shall give written notice of shipment to the Company when the Goods are delivered to a carrier for transportation. Supplier shall provide The Company all shipping documents, including the commercial invoice, packing list, air waybill/bill of lading, and any other documents necessary to release the Goods to The Company within 5 (five) business days after Supplier delivers the Goods to the transportation carrier. The Order number must appear on all shipping documents, shipping labels, bills of lading, air waybills, invoices, correspondence and any other documents pertaining to the Order.
- 7.8.** Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.

## 8. QUANTITY

### 8.1. If the Supplier:

- 8.1.1.** delivers less than 100% of the quantity of Goods ordered, the Company may reject the Goods; or
- 8.1.2.** delivers more than 100% of the quantity of Goods ordered, the Company may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Company accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

- 8.2.** The Supplier shall not deliver the Goods in instalments without the Company's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Company to the remedies set out in clause 9.

## 9. CUSTOMER REMEDIES

- 9.1.** If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Company may exercise any one or more of the following rights and remedies:



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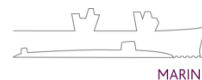
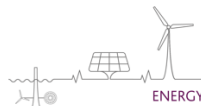
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- 9.1.1. to terminate the Contract;
  - 9.1.2. to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
  - 9.1.3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
  - 9.1.4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
  - 9.1.5. to recover from the Supplier any costs incurred by the Company in obtaining substitute goods from a third party; and
  - 9.1.6. to claim damages for any other costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.
- 9.2. These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.
- 9.3. The Company's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law

## 10. AMENDMENT AND MODIFICATION

No change to this Order or the Contract including the introduction of any additional terms and conditions is binding upon The Company unless it is in writing, specifically states that it amends the Order or Contract and is signed by an authorised representative of The Company.

## 11. INSPECTION AND TESTING

- 11.1. The Company may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 11.2. If following such inspection or testing the Company considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 11.3. No inspection or test or failure to inspect or test shall constitute acceptance of the Goods or affect any liability of the Supplier under the Contract.
- 11.4. The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

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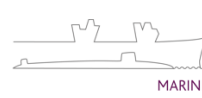
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## 12. PASSING OF TITLE AND RISK

- 12.1.** Title and risk in the Goods shall pass to the Company on completion of delivery.

## 13. RIGHT TO AUDIT

- 13.1.** The Supplier shall provide the Company, their customers, agents and employees with free and unrestricted access to:

**13.1.1.** any Contract Site;

**13.1.2.** information required pursuant to all rights of audit expressly set out in this Contract;

during normal working hours on any Working Day on reasonable prior notice to monitor and audit Contract performance, including to carry out any technical, performance readiness reviews or quality assurance inspections

- 13.2.** The Supplier shall provide, or procure the provision of, such accommodation and facilities for representatives of the Company, their customers, agents and employees, as they may reasonably require, at no additional cost to the Company. The Company, their customers, agents and employees shall comply with the security, safety and access rules applicable to the relevant Contract Site as notified to them.

- 13.3.** The provisions of this Condition shall be included mutatis mutandis in all contracts and all sub-contracts except that, in these cases any report by the audit or inspection team on the work being carried out by Sub-Contractors will be made direct to the Supplier.

## 14. FREE ISSUE MATERIALS

- 14.1.** All materials (including without limitation any tools, drawings, patterns, gauges, samples and specifications) ("Company Materials") made available by the Company in connection with the Contract shall be and remain the property of the Company and the Supplier shall:

**14.1.1.** keep those materials in good order and condition and be responsible for any loss of or damage to them;

**14.1.2.** use those materials only for the purposes of the Contract; and

**14.1.3.** return those materials carriage paid to the Company on the Company's request at any time or if no request is made on completion of the Contract.

## 15. TERMINATION/REJECTION

- 15.1.** The Company may terminate the Contract in whole or in part at any time

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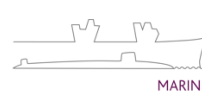
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before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Company shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.

**15.2.** Without limiting its other rights or remedies, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier if:

**15.2.1.** the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven days of that party being notified in writing to do so;

**15.2.2.** the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**15.2.3.** the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

**15.2.4.** the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

**15.2.5.** the Supplier's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of this Agreement is in jeopardy.

**15.3.** On termination or expiry of the Contract, the Supplier shall immediately return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

**15.4.** Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

**15.5.** Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall

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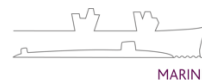
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remain in full force and effect.

## 16. GENERAL INDEMNIFICATION

**16.1.** The Supplier shall keep the Company indemnified against 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 (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Company as a result of or in connection with:

**16.1.1.** any claim made against the Company for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

**16.1.2.** any claim made against the Company by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

**16.1.3.** any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

**16.2.** This clause 15 shall survive termination of the Contract.

## 17. INSURANCE

During the term of the Order and for a period of 36 months thereafter, Supplier shall, at its own expense, maintain and carry insurance in full force and effect which includes, but is not limited to, commercial general liability (including product liability) in a sum no less than £5,000,000 with financially sound and reputable insurers. Upon the Company's request, Supplier shall provide the Company with a certificate of insurance from Supplier's insurer evidencing the insurance coverage specified in this Order. Supplier shall provide the Company with 90 (ninety) days' advance written notice in the event of a cancellation or material change in Supplier's insurance policy. Except where prohibited by law, Supplier shall require its insurer to waive all rights of subrogation against the Company's insurers and the Company or the Indemnitees.

## 18. DESIGNS AND INTELLECTUAL PROPERTY INDEMNIFICATION

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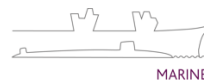
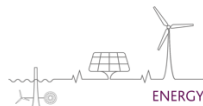
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- 18.1.** The Goods, all patterns, designs, drawings and other documents prepared in connection with the Order or the Contract or supplied to the Company and copyright and design right in those documents shall belong to the Company.
- 18.2.** The Supplier shall use all drawings and documents only for the purposes of the Contract and shall return them carriage paid to the Company on the Company's request at any time or if no request is made on the completion of the Contract.
- 18.3.** The Supplier shall be responsible for any errors or omissions in any drawings, calculations or particulars supplied by it whether or not such information has been approved by the Company.

## 19. DATA PROTECTION

Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 11 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation. In this clause 11, Applicable Laws means (for so long as and to the extent that they apply to the Supplier) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

## 20. CONFIDENTIALITY

All non-public, confidential or proprietary information of the Company, including, but not limited to, specifications, samples, patterns, designs, plans, drawings, documents, data, business operations, customer lists, pricing, discounts or rebates, disclosed by the Company to Supplier, whether disclosed orally or disclosed or accessed in written, electronic or other form or media, and whether or not marked, designated or otherwise identified as "confidential," in connection with the Order is confidential, solely for the use of performing the Order and may not be disclosed or copied unless authorized by the Company in writing. Upon the Company's request, Supplier shall promptly return all documents and other materials received from the Company. The Company shall be entitled to injunctive relief for any violation of this Section. This Section shall not apply to information that is: (a) in the public domain; (b) known to the Supplier at the time of disclosure; or (c) rightfully obtained by the Supplier on a non-confidential basis from a third party.

## 21. WAIVER

No waiver by any party of any of the provisions of the Order shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in the Order, no failure to exercise, or delay in exercising, any rights, remedy, power or privilege



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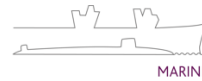
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arising from the Order shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege.

## 22. CUMULATIVE REMEDIES

The rights and remedies under this Order are cumulative and are in addition to and not in substitution for any other rights and remedies available at law or in equity or otherwise.

## 23. RELATIONSHIP OF THE PARTIES

The relationship between the parties is that of independent contractors. Nothing contained in the Order shall be construed as creating any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the parties, and neither party shall have authority to contract for or bind the other party in any manner whatsoever. No relationship of exclusivity shall be construed from this Order.

## 24. STATUTORY AND OTHER REQUIREMENTS

The Supplier undertakes that the Goods are safe and without risk to health when properly used and comply in all respects with all Legal Obligations in force at the date of delivery. The Supplier shall supply in respect of the Goods such information about the use of them as is required by the Legal Obligations and enables the Company to comply with them so far as it is required by law to do so and proper evidence of all tests and examinations and research made in compliance with the Legal Obligations.

## 25. ASSIGNMENT AND CONTRACTING

- 25.1.** The Company may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.
- 25.2.** The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Company.
- 25.3.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Company. If the Company consents to any subcontracting by the Supplier, the Supplier shall

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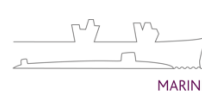
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- 25.3.1.** ensure and be responsible for the compliance by any sub-contractor with the terms of this document;
- 25.3.2.** include in the sub-contract provisions consistent with these conditions for the benefit of and enforceable by the Company;
- 25.3.3.** furnish the Company with copies of any sub-contract upon the Company's request at any time; and
- 25.3.4.** ensure that any subcontractors also maintain adequate insurance having regard to their obligations under this Contract.

## 26. COMPLIANCE WITH LAW

The Supplier shall comply with all applicable laws, regulations and ordinances. Supplier has and shall maintain in effect all the licenses, permissions, authorizations, consents and permits that it needs to carry out its obligations under the Order. Supplier shall comply with all export and import laws of all countries involved in the sale of Goods under this Order. Supplier assumes all responsibility for shipments of Goods requiring any government import clearance. The Company may terminate this Order if any government authority imposes antidumping duties, countervailing duties or any retaliatory duties on the Goods.

## 27. ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## 28. GOVERNING LAW AND JURISDICTION

- 28.1.** The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by and construed in accordance with the law of England and Wales.
- 28.2.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

## 29. NOTICES

- 29.1.** Any notice or other communication given to a party under or in connection

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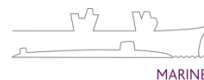
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with the Contract shall be in writing and shall be:

**29.1.1.** delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or

**29.1.2.** sent by email to the specific department address

**29.2.** Any notice or communication shall be deemed to have been received:

**29.2.1.** if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;

**29.2.2.** if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and

**29.2.3.** if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 28.2.3, business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.

**29.3.** This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

### 30. THIRD PARTY RIGHTS

Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

### 31. FORCE MAJEURE

**31.1.** Force Majeure Event means any circumstance not within a party's reasonable control including, without limitation:

**31.1.1.** acts of God, flood, drought, earthquake or other natural disaster;

**31.1.2.** epidemic or pandemic;

**31.1.3.** terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;

**31.1.4.** nuclear, chemical or biological contamination or sonic boom;

**31.1.5.** any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;

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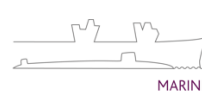
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- 31.1.6.** collapse of buildings, fire, explosion or accident; and
- 31.1.7.** any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party);
- 31.1.8.** non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
- 31.1.9.** interruption or failure of utility service.
- 31.2.** Provided it has complied with clause 30.4, if a party is prevented, hindered or delayed in or from performing any of its obligations under this Agreement by a Force Majeure Event ("Affected Party"), the Affected Party shall not be in breach of this Agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.
- 31.3.** The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.
- 31.4.** The Affected Party shall:
- 31.4.1.** as soon as reasonably practicable after the start of the Force Majeure Event but no later than 7 days from its start, notify the other party [in writing] of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- 31.4.2.** use all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 31.5.** If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 30 (thirty) days, the party not affected by the Force Majeure Event may terminate this Agreement by giving written notice to the Affected Party.

## 32. MONTREAL PROTOCOL

The Supplier shall provide upon acceptance of the Order a list of those substances contained in the items to be supplied or in their packaging and listed in the list of substances that deplete the ozone layer and which are to be controlled under the Montreal Protocol or confirm a Nil Return as may be applicable. The list of substances will be provided upon request if not already held by the Supplier.



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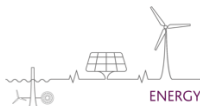
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### 33. SEVERABILITY

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement. If any provision of the Contract is deemed deleted under this clause 32 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

I have read this agreement and agree to Scientific Management International terms and conditions dated September 2021:

Company Name:

Name:

Position:

Signed:

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