

**BAMFORD BUS COMPANY LIMITED TRADING AS WRIGHTBUS**  
**CONDITIONS OF PURCHASE**

**1. DEFINITIONS & INTERPRETATION**

In these terms and conditions ("Conditions") the following definitions and rules of interpretation shall apply:

- 1.1. **"Company"** means Bamford Bus Company Limited trading as Wrightbus (company number 12214576) whose registered office is at North Bailey House, 12 New Inn Hall Street, Oxford OX1 2RP, United Kingdom;
- 1.2. **"Company's Property"** means all documents, drawings, information, equipment, goods or materials provided to the Supplier by the Company in accordance or in connection with the Contract;
- 1.3. **"Company Requirements"** means the Company's requirements or specification for the Goods and/or Services as set out in the Order or as otherwise advised by Company to Supplier from time to time pursuant to the Contract;
- 1.4. **"Contract"** means the contract formed by the Supplier's acceptance of the Order;
- 1.5. **"Delivery Schedules"** means the Company's schedule of delivery requirements for the Goods, issued by the Company to the Supplier;
- 1.6. **"Goods"** means the goods specified in the Order;
- 1.7. **"Incoterms"** means the Incoterms® 2020 (International Commercial Terms) published by the International Chamber of Commerce or any future revision thereof;
- 1.8. **"Intellectual Property Rights"** means all patents, rights to inventions, supplementary protection certificates, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.9. **"Order"** means the Company's written instructions to purchase the Goods and/or Services, incorporating these Conditions;
- 1.10. **"Price"** has the meaning given in Clause 3.1;
- 1.11. **"Prohibited Act"** means committing any act or omission which is an offence (a) under the Bribery Act 2010; (b) under the Fraud Act 2006 or other legislation creating offences in respect of fraudulent acts; (c) at common law in respect of fraudulent acts in relation or in connection with the Contract; (d) defrauding or attempting to defraud or conspiring to defraud the Company; or (e) under the Criminal Finances Act 2017 (including the corporate offence of failure to prevent the facilitation of UK tax evasion under section 45, and the corporate offence of failure to prevent the facilitation of foreign tax evasion under section 46);
- 1.12. **"Quality Assurance Manual"** or **"QAM"** means the Company's Quality Assurance Manual as may be revised from time to time by the Company and as set provided or made available to the Supplier by the Company;
- 1.13. **"Services"** means the services specified in the Order. The Services shall be deemed to include all such ancillary and incidental advice and services as may be reasonably inferred by the Company as being included within the Services to ensure the Company Requirements are met or exceeded;
- 1.14. **"Supplier"** means the company, firm or individual on whom the Company places the Order;
- 1.15. **"Tooling"** means all tools, jigs, dies, fixtures, moulds, patterns, plant and/or equipment or other items to be supplied or paid for in whole or in part by the Company in connection with the Contract;
- 1.16. **"VAT"** means value added tax chargeable under English law for the time being and any similar additional tax;
- 1.17. A reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it;
- 1.18. The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible; and
- 1.19. Clause headings shall not affect the interpretation of the Contract.

**2. EXISTENCE AND SCOPE OF ORDERS**

- 2.1. These Conditions:
  - 2.1.1. are the only terms and conditions upon which the Company is prepared to procure the Goods and/or Services from the Supplier, and these Conditions shall apply to and be incorporated into the Contract to the entire exclusion of all other terms and conditions; and
  - 2.1.2. shall prevail over any terms or conditions contained, or referred to, in any quotation, confirmation of order, specification or other document supplied by the Supplier or implied by any trade custom or previous course of dealings and the Supplier waives any right which it might otherwise have to rely on such terms and conditions.
- 2.2. Each Order shall be deemed to be an offer by the Company to buy the Goods and/or Services subject to these Conditions. The Company may withdraw or cancel an Order at any time before the Supplier's acceptance thereof, without liability to the Supplier. An Order shall be accepted by the Supplier: (a) expressly, by giving notice of acceptance of the Order within five (5) days of the original purchase order date, whether by written confirmation, by accepting the relevant Order through any electronic purchasing system or supplier portal operated or designated by the Company, or by any other means of written communication; or (b) impliedly, by fulfilling the Order in whole or in part, or by taking any step towards such fulfilment.
- 2.3. If the Supplier does not confirm or reject the Order within the five (5) day period referred to in Clause 2.2, the Supplier shall be deemed to have accepted the Order and agreed to all the details set out in the original purchase order (including the Price, delivery dates, any applicable Delivery Schedules issued with or in connection with the Order, and these Conditions). Any purported rejection, query or qualification of the Order received by the Company after the expiry of the three (3) Business Day period shall be of no effect and shall not relieve the Supplier of its obligation to fulfil the Order in accordance with its terms as deemed accepted. For the avoidance of doubt, if the Supplier wishes to reject or query any aspect of the Order, it must notify the Company in writing within the five (5) day period referred to above.
- 2.4. Any statement or representation (written or oral) made by or on behalf of the Supplier in connection with the Goods and/or Services at any time prior to or contemporaneous with the Order shall form part of the Contract, whether or not it can be shown to have induced the Company to place the Order.
- 2.5. No amendment or variation of the Order or these Conditions shall be effective unless agreed by the Company in writing.

**3. PRICES**

- 3.1. The price payable by the Company for the Goods and/or Services shall be the price set out in the Order (the "Price"). Unless expressly specified otherwise in the Order, the Price for Goods shall be on a Delivered Duty Paid (DDP) basis in accordance with the Incoterms to the named delivery destination in the Order. The Price for Goods shall therefore be inclusive of all costs of carriage, packaging, insurance, export and import clearance, duties, and taxes (other than VAT) incurred in delivering the Goods to the named delivery destination.
- 3.2. Unless expressly specified otherwise in the Order, or any valid amendment or variation to this Contract made in accordance with these Conditions, the Price is fixed and firm for the duration of the Order and exclusive of any applicable VAT.

**4. PAYMENT**

- 4.1. The Supplier's invoices shall clearly state the Company's order numbers, the Company's part numbers (where the Order is for the provision of Goods), and the description, quantity and delivery locations of the Goods and/or Services and such other supporting information required by the Company to verify the accuracy of the invoice and a separate invoice must be rendered for each individual consignment of Goods and/or provision of Services. Unless otherwise agreed, invoices shall be issued as relevant only following delivery of the Goods or completion of the Services. Invoices not in accordance with these requirements will be rejected.
- 4.2. The Supplier must submit statements of account to the Company monthly by the 5th day of each month.
- 4.3. Should the Company dispute, in good faith, the whole or any part of sums payable under any invoice, the Company shall be entitled to withhold payment of the disputed amount until the dispute is resolved, provided that any undisputed amounts shall be paid in accordance with the payment terms set out in Clause 4.4. The parties shall cooperate in good faith to resolve the dispute over the invoice as amicably and promptly as possible and on settlement of any dispute the Company shall make the appropriate payment in accordance with the Contract and with respect to any such settled amount any agreed period within which payments are due to be made, shall commence on the date on which the dispute is resolved. The Supplier's obligations to supply Goods or provide Services shall not be affected by any good faith payment dispute between the parties.
- 4.4. Subject to compliance with Clauses 4.1 and 4.2 and subject to the Company's rights pursuant to Clause 4.3, payments by the Company shall be made within 60 days of receipt of a valid invoice. For the avoidance of doubt, the Company will normally process payments at the month end of the month following receipt of invoice plus one business working day, provided this falls within the 60-day period.
- 4.5. The Company shall be entitled at any time to set off against any amounts owing to the Supplier under the Contract any sums which become due from the Supplier to the Company whether under the Contract or on any other account with the Company and whether or not any demand has been made for the payment of any such sums.

**5. QUALITY**

- 5.1. Without prejudice to any other of the Company's rights, express or implied by law, the Supplier shall ensure, as a condition of the Contract, that:
  - 5.1.1. all Goods are new and unused, free from defects in design, materials and workmanship, of satisfactory quality, fit for the purposes for which they are intended and comply with the Order or to all specifications, drawings, samples and other descriptions furnished or specified by the Company (including the Company Requirements and any "Production Part Approval Process Documentation" of the Company); and/or
  - 5.1.2. all Services and any services and other obligations provided in connection with the supply of Goods shall be provided using all reasonable care and skill, in accordance with the Contract and to all specifications and descriptions specified by the Company (including any Company Requirements or any dates specified for performance), in accordance with all applicable laws and generally recognised commercial practices and standards in the industry for similar services and by personnel who are suitably skilled and experienced to perform task assigned to them.
- 5.2. Unless otherwise agreed by the Company as part of Company's Supplier appointment process, the Supplier shall operate:
  - 5.2.1. a quality system in accordance with ISO 9001 or equivalent;
  - 5.2.2. an occupational health and safety management system in accordance with ISO 45001 or equivalent; and
  - 5.2.3. an environmental management system in accordance with ISO 14001 or equivalent.

**6. DELIVERY AND PERFORMANCE**

- 6.1. Unless expressly specified otherwise in the Order, the Supplier shall deliver the Goods to the named delivery destination in the Order on a Delivered Duty Paid (DDP) basis in accordance with the Incoterms. Delivery shall be completed when the Goods have been placed at the Company's disposal at the named delivery destination, cleared for import, with all applicable duties and taxes (other than VAT) paid by the Supplier.
- 6.2. The Supplier shall not deliver Goods or perform any Services except as authorised in the Order and, where applicable, in any Delivery Schedules. The Company shall have no responsibility for materials or Goods or Services which are not included in the Order, and shall not be bound by any estimate of quantities or dates or frequency of delivery whether given in the Order or otherwise.
- 6.3. The Supplier shall ensure that Goods are delivered and that Services are performed not later than the times (which shall be of the essence of the Contract) stated in the Order and, where applicable, in any Delivery Schedules.
- 6.4. The Supplier shall promptly advise of any difficulty or delay actual or expected in performance of Orders and its proposed remedial action, without prejudice to any other of its obligations under the Contract.
- 6.5. The Supplier shall, at its expense, provide all necessary assistance, information, and drawings to enable the successful installation, operation and maintenance of the Goods or use of the deliverables of any Services.
- 6.6. The Goods shall be adequately packed and protected against damage or deterioration in transit or storage, and the Supplier will otherwise comply with all arrangements for packaging as may be specified in the Company Requirements. For parts delivered for aftermarket purposes, the

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- Company part numbers are required to be visible on individual part packaging or on the parts themselves.
- 6.7. Each delivery of Goods shall also be accompanied by an advice note which shall contain the Company's order number, part number and the description, quantity, and delivery location of the Goods.
- 6.8. If the Company requires special arrangements to be made due to failure by the Supplier to make deliveries in accordance with the Order, the Supplier shall conform to such requirements at its own expense. The Supplier shall also be responsible for any expenses incurred to deliver any incorrectly delivered items to the correct delivery location and to return any items delivered in excess of the quantities specified in the Order.
- 6.9. The Company shall have no responsibility for packing materials or cases except as agreed in writing between the parties.
- 6.10. The Supplier shall:
- 6.10.1. co-operate with the Company in all matters relating to the supply of Goods and/or Services;
- 6.10.2. observe, and ensure that all employees, agents, and subcontractors which it engages in relation to the supply of Goods and/or Services observe all health and safety rules and regulations and any other security requirements that apply at the Company's premises. The Company reserves the right to refuse to such persons access to the Company's premises, which shall only be given to the extent necessary for the delivery of the Goods or the performance of any other obligation connected to the supply of the Goods and/or the performance of the Services;
- 6.10.3. if the Supplier is accessing the Company's premises when performing the Services, carry out an appropriate risk assessment to evaluate the health and safety risks associated with the provision of any such Services; and
- 6.10.4. obtain and at all times maintain all licences and consents necessary for its performance of the Contract.
- 6.11. The Supplier shall provide country of origin declarations in relation to the Goods at the Company's written or verbal request. These declarations will be in the format required by the Company and will cover all Goods supplied. Additionally, the Supplier shall provide updated declarations as required throughout the year where parts have been re-sourced from a different country to that originally declared, or at the time that any additional Goods are supplied to the Company.
- 7. INSPECTION, TESTING AND QUALITY ASSURANCE**
- 7.1. The parties acknowledge and agree that the processes, procedures, and standards set out in the Quality Assurance Manual shall apply to any Goods supplied to the Company for use by the Company in its manufacturing operations and the Supplier shall adhere to such processes, procedures and standards.
- 7.2. All supplies although assumed to have been properly inspected and tested by the Supplier prior to delivery or upon completion of Services, as relevant, are subject to inspection and test by the Company, at its discretion.
- 7.3. The Supplier will co-operate with the Company in the carrying out of quality and inspection processes, procedures and standards as the Company may request in relation to the provision of Goods including supporting the Advanced Product Quality Planning ("APQP") activities, as required, and the Production Part Approval Process ("PPAP"). The Supplier shall not proceed to production of Goods for supply until such time as the Company has approved the PPAP/Initial Sample Inspection Report ("ISIR"), and the sample Goods. The manufacture of all parts for production shall remain at the Supplier's risk until the PPAP/ISIR has been approved. All part approval submissions will require a Part Submission Warrant ("PSW") to be signed.
- 7.4. The Supplier shall keep the Company advised of the details of such procedures as it operates in connection with the Order for the provision of Goods and details of the manufacturing facility which manufactures Goods and shall not make any change to the specification, the procedures or the manufacturing facility without the Company's prior written consent. When Goods are purchased against a particular quality standard, it shall be a condition of the Contract that the Supplier complies with the traceability requirements of that standard. The Supplier shall maintain full traceability records in accordance with applicable quality standards for a minimum period of ten (10) years from the date of delivery of the Goods, or such longer period as may be required by applicable law or industry standards.
- 7.5. The Supplier shall, at the Company's request and upon reasonable notice, permit or procure permission for representatives of the Company, its customers and other organisations (including the Ministry of Defence) to carry out such inspections and assessments (including the taking of samples) as they reasonably request in connection with any Goods and/or Services and any processes carried out in relation to them including quality assurance systems and procedures, provided that such inspections are conducted during normal business hours and do not unreasonably interfere with the Supplier's operations, and subject to reasonable confidentiality obligations and compliance with the Supplier's site safety and security requirements.
- 7.6. The Company's right to reject any Goods and/or Services shall not be affected by the carrying out or any failure to carry out any inspection or testing of the Goods and/or deliverable of any Services or any approval given by or on behalf of the Company or by any payment being made for them.
- 8. REJECTION AND OTHER RIGHTS**
- 8.1. Without prejudice to any other of its rights express or implied by law, in case of any early, late, partial, excessive, defective or otherwise incorrect delivery or performance or any other failure by the Supplier to comply with the Contract, the Company shall be entitled, at its discretion, to exercise some, all or any of the following rights, namely:
- 8.1.1. to reject such delivery or performance and, where any Goods and/or Services so rejected are the same as other goods or services supplied by the Supplier to the Company, the Company may reject those goods and/or services also;
- 8.1.2. to refuse to accept any subsequent Goods and/or Services which the Supplier attempts to make;
- 8.1.3. to require the Supplier at its expense to immediately supply in substitution for any rejected Goods and/or Services, goods and/or services which conform;
- 8.1.4. to recover any costs incurred in obtaining substitute Goods and/or Services from a third party;
- 8.1.5. where paid in advance, at its discretion, for Goods and/or Services that have not been provided by the Supplier, to have such sums refunded by the Supplier;
- 8.1.6. at the Supplier's expense, to carry out or have carried out any work which the Company considers necessary to conform any Goods and/or Services; and/or
- 8.1.7. at the Supplier's expense, remove and replace any rejected Goods which have been incorporated into the Company manufactured vehicles or parts.
- 8.2. Goods rejected by the Company shall be collected by the Supplier within thirty (30) days of notice of rejection being despatched by the Company. Pending collection, the Goods shall be held at the expense and risk of the Supplier. The Supplier shall be charged an administration fee for each inspection report generated following rejection of Goods and the Supplier shall also pay all expenses incurred by the Company in packing, handling and sorting rejected Goods and, if applicable, removing and replacing any rejected Goods which have been incorporated into any Company manufactured vehicles or parts. If the Supplier fails to collect the rejected Goods the Company reserves the right, at the Supplier's expense, to destroy or otherwise dispose of the rejected Goods in any manner the Company thinks fit without liability to the Supplier.
- 8.3. Where Goods are rejected by the Company more than three times in any week, the Supplier acknowledges and agrees that this will cause the Company's "quality divert" process as detailed in the QAM to operate in relation to any ongoing supply of such Goods.
- 9. PASSING OF TITLE AND RISK**
- Title in the Goods shall pass to the Company on delivery at the location stated in the Order. Risk in the Goods shall pass to the Company in accordance with the applicable term under the Incoterms (or, where no Incoterm is specified in the Order, on delivery at the named delivery destination in accordance with Clause 6.1).
- 10. COMPANY'S PROPERTY, TOOLING AND DRAWINGS**
- 10.1. The Supplier shall:
- 10.1.1. bear all risks of loss of or damage to and adequately insure the Company's Property whilst in the Supplier's possession or control;
- 10.1.2. ensure that the Company's Property is marked with such indications of ownership as the Company directs and is kept in good condition;
- 10.1.3. not permit the Company's Property to be removed from the Supplier's premises or such other premises as may have been agreed by the Company in writing;
- 10.1.4. not use or permit the use of the Company's Property except for the purpose of the Order;
- 10.1.5. permit or procure permission for the Company or its representatives to enter at any reasonable time any premises where the Company's Property is located for the purpose of inspecting it;
- 10.1.6. immediately return the Company's Property on demand in good condition and permit or procure permission for the Company in the course of any inspection pursuant to Clause 10.1.5 to re-possess the same;
- 10.1.7. pay to the Company on demand:
- 10.1.7.1. where the Company's Property (other than Tooling) is not returned in good condition or is lost, damaged, destroyed, or otherwise not accounted for, an amount equal to the replacement cost of such Company's Property; and
- 10.1.7.2. where the Company's Property consists of Tooling which is not returned in good condition or is lost, damaged, destroyed, or otherwise not accounted for:
- (a) if the Company has paid the full cost of the Tooling, an amount equal to the replacement cost of such Tooling; or
- (b) if the Company has contributed less than the full cost of the Tooling, an amount equal to the proportion of the replacement cost of such Tooling that the Company's contribution bears to the total cost of the Tooling; and
- 10.1.8. waive any lien (whether arising at the date of the Contract or subsequently) which the Supplier might otherwise have on any of the Company's Property, whether for work done on such property or otherwise, and the Supplier shall not assert or exercise any such lien or any other right of retention or set-off in respect of the Company's Property;
- 10.2. Where the Order is for Tooling, these Conditions shall apply to such Order with reference to 'Goods' being to the Tooling. It is acknowledged that the Tooling shall not be delivered into the physical possession of the Company but shall remain in the possession of the Supplier or the Supplier's vendors for the purposes of fulfilling other Orders for goods from the Company for which such Tooling was ordered and these Conditions shall therefore be construed accordingly.
- 10.3. The Supplier agrees that all Tooling shall be and remain part of the Company's Property. The Supplier further acknowledges and agrees that the Company shall be the owner of any raw materials procured by the Supplier for use in the manufacture of the Tooling and the Supplier shall mark all such raw materials as "property of Bamford Bus Company Limited trading as Wrightbus" along with the appropriate company asset number. The Supplier agrees that the requirements stated in Clause 10.1 shall apply to all such Tooling and without prejudice to the generality thereof the Supplier shall, at its expense:
- 10.3.1. maintain and on the Company's request make available at any reasonable time for inspection a Tooling register and furnish such photographic or other evidence as the Company at any time requests as to the existence, location and condition of the Tooling; and
- 10.3.2. maintain all Tooling in good condition and immediately replace any items which are lost or destroyed or become worn out.
- 10.4. The Supplier shall, upon demand by the Company at any time (whether verbal or in writing) permit the Company's representatives to enter any of the Supplier's premises or other premises under the Supplier's care and control and to remove any such Tooling from those premises. The Supplier shall indemnify the Company and hold the Company harmless in relation to any and all direct, indirect or consequential losses (including additional cost of production, loss of production, loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) as a result of any delay or refusal by the Supplier (or any third party at the Suppliers direction) to deliver up all of the Tooling when required.
- 10.5. The provisions of this Clause 10 shall survive completion or termination of the Contract.
- 11. CONFIDENTIALITY AND DATA PROTECTION**
- 11.1. The Supplier shall treat as confidential during and following completion or termination of the Contract (and, in particular, not use except for the purposes of the Order or permit disclosure to any third party) any technical or commercial know-how, drawings, specifications, data, computer software (including source codes or similar material) or the like prepared by the Supplier or made available by the Company in connection with the Contract. The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Supplier's obligations under

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- the Contract. The obligations of confidentiality shall not extend to information which the Supplier can show (a) is in, or has become part of, the public domain other than as a result of a breach of the obligation of confidentiality in this Clause 11.1, (b) was independently disclosed to it by a third party entitled to disclose the same or (c) is required to be disclosed under any applicable law or by order of a court or governmental body or authority of competent jurisdiction and shall immediately return to the Company on completion of the Contract or earlier on the Company's request. The provisions of this Clause 11.1 shall be without prejudice to the terms of any specific confidentiality agreement that may have been entered into between the Company and the Supplier.
- 11.2. The Supplier shall be responsible for any errors or omissions in any particulars supplied by it, whether or not approved by the Company, except only to the extent that such errors or omissions are due to inaccurate information supplied in writing by the Company and such information was not supplied subject to confirmation by the Supplier.
- 11.3. In this Clause 11, "**Data Protection Legislation**" means all applicable data protection and privacy legislation in force from time to time in the UK, including the UK General Data Protection Regulation, the Data Protection Act 2018 (and regulations made thereunder), and the Privacy and Electronic Communications Regulations 2003; and "**Personal Data**" has the meaning given to it in the Data Protection Legislation.
- 11.4. Each party shall comply with the Data Protection Legislation in connection with the performance of the Contract. To the extent that any Personal Data is disclosed by the Company to the Supplier in connection with the Contract, the Supplier shall:
- 11.4.1. process such Personal Data only to the extent necessary for the performance of its obligations under the Contract and in accordance with the Data Protection Legislation;
- 11.4.2. ensure that it has in place appropriate technical and organisational measures to protect such Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, or damage;
- 11.4.3. ensure that any personnel who have access to such Personal Data are subject to appropriate obligations of confidentiality;
- 11.4.4. not transfer such Personal Data outside the United Kingdom without the Company's prior written consent, and where such transfer is permitted, only in compliance with the Data Protection Legislation;
- 11.4.5. notify the Company without undue delay upon becoming aware of any personal data breach (as defined in the Data Protection Legislation) affecting such Personal Data; and
- 11.4.6. at the Company's written request, promptly delete or return such Personal Data to the Company, unless the Supplier is required by applicable law to retain a copy.
- 11.5. Where the nature of the Services or any other aspect of the Contract requires the Supplier to process Personal Data on behalf of the Company (such that the Supplier is acting as a processor within the meaning of the Data Protection Legislation), the Supplier shall, at the Company's request, enter into a separate data processing agreement with the Company on such terms as the Company may reasonably require to comply with Article 28 of the UK General Data Protection Regulation.
- 11.6. The provisions of this Clause 11 shall survive completion or termination of the Contract.
- 12. INTELLECTUAL PROPERTY**
- 12.1. If, as part of the Order, the Company commissions Goods and/or Services to meet a specification or any requirement which is specific or unique to the Company, the parties acknowledge and agree that all Intellectual Property Rights produced by the Supplier on behalf of the Company in relation to such Goods and/or Services shall be owned by and remain vested in the Company.
- 12.2. The Supplier assigns to the Company, and agrees to assign by way of future assignment to the Company, immediately on creation with full title guarantee, all such Intellectual Property Rights referred to in Clause 12.1.
- 12.3. The Company grants to the Supplier, for the sole purpose of manufacturing the Goods and/or performing the Services for the Company and for no other purpose whatsoever, a non-exclusive, non-transferable, revocable, royalty-free licence to use the Intellectual Property Rights referred to in Clause 12.1, subject to the Supplier's continuing compliance with its obligations under the Contract.
- 12.4. The Supplier shall, to the maximum extent permitted by applicable law, obtain waivers of all moral rights in the Intellectual Property Rights referred to in Clause 12.1 to which any person is now, or may at any future time be, entitled to under the Copyright, Designs and Patents Act 1988 as amended from time to time or under any similar legislation from time to time in force anywhere in the world.
- 12.5. The Supplier shall, promptly and at the Company's request (including during or after the completion or termination of the Contract), do (or procure to be done) all such further acts and things and the execution of all such other documents as the Company may from time to time require for the purpose of securing for the Company the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Company in accordance with Clause 12.2.
- 12.6. The provisions of this Clause 12 shall survive completion or termination of the Contract.
- 13. INDEMNITY AND INSURANCE**
- 13.1. The Supplier shall indemnify, in full and on demand, and hold the Company harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses, any handling, labour or administration charges and the cost of carrying out any remedial work) awarded against, or incurred or paid by, the Company as a result of or in connection with:
- 13.1.1. any alleged or actual infringement of any third party's Intellectual Property Rights arising out of the receipt, use or supply of the Goods and/or Services, except to the extent that such infringement results exclusively from a written instruction given by the Company and the Supplier having taken all reasonable precautions could not have known that following such an instruction might result in the infringement of any third party's Intellectual Property Rights;
- 13.1.2. any liability, loss, damage, injury, cost or expense sustained by the Company which was caused by a breach or negligent performance or failure or delay in performance of the Contract by the Supplier; or
- 13.1.3. any claim made against the Company in respect of any liability, loss, damage, injury, cost or expense sustained by the Company's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Goods and/or Services as a consequence of a breach or negligent performance or failure or delay in performance of the Contract by the Supplier.
- 13.2. The Supplier shall, at the Company's request, defend or assist in defending, at the Supplier's expense, any action against the Company or any person to whom the Goods and/or Services have been provided.
- 13.3. The Supplier shall provide all facilities, assistance and advice required by the Company or its insurers for the purposes of contesting or dealing with any action, claim or demand arising out of the Supplier's performance or purported performance of or failure to perform the Contract.
- 13.4. The provisions of this Clause 13 shall survive completion or termination of the Contract.
- 14. CUSTOMER SERVICE**
- 14.1. Where in response to any claims under the terms of any warranty given by the Company for any of its products, the Company (either itself or through its authorised dealer network) makes good, repairs or replaces any Goods which are proved by the person making the claim to the Company's satisfaction to have been, at the time of their delivery by the Supplier, defective in materials, workmanship or design (except solely to the extent that the Company is responsible for design) or otherwise not in conformity with the Order or these Conditions then the Company shall be entitled at its option to credit or compensation for such making good, replacement, or repair from the Supplier, without prejudice to any other rights of the Company, including, without limitation, the reimbursement of any labour or other costs incurred by the Company in undertaking such making good, repair or replacement.
- 14.2. Any Goods replaced under Clause 14.1 will be returned to the Supplier upon its written request and at its expense (and where the Goods or the product containing the same have been consigned to a destination not situated on mainland Great Britain or mainland Northern Ireland, such request shall be accompanied by full payment in advance of the carriage and other charges) and if such request is not made within twenty eight (28) days of the Company's giving the Supplier written notice of such warranty claim the Company may, at its discretion, destroy or otherwise dispose of the defective Goods without liability to the Supplier.
- 14.3. The provisions of this Clause 14 shall survive completion or termination of the Contract.
- 15. PRODUCT RECALL**
- 15.1. The Supplier shall notify the Company in writing without undue delay upon becoming aware of any defect, non-conformity, or safety concern in the Goods (whether identified by the Supplier, any regulatory authority, or any third party) that could give rise to a risk to the health or safety of any person or could reasonably be expected to result in a product recall, withdrawal, or corrective action.
- 15.2. If a recall, withdrawal, or corrective action is required in respect of any product manufactured or sold by the Company that incorporates or is affected by the Goods, and such recall, withdrawal, or corrective action arises in whole or in part from a defect in the Goods or from the Supplier's breach of the Contract, the Supplier shall:
- 15.2.1. cooperate fully with the Company in the planning and execution of the recall, withdrawal, or corrective action, including providing all technical information, data, and documentation reasonably requested by the Company;
- 15.2.2. at the Company's request, supply replacement Goods that conform with the Contract within such timescales as the Company may reasonably require; and
- 15.2.3. bear all costs and expenses incurred by the Company in connection with the recall, withdrawal, or corrective action to the extent attributable to the defect in the Goods, including the costs of notification, retrieval, transportation, repair, replacement, disposal, and any associated administrative and labour costs.
- 15.3. The Supplier shall indemnify, in full and on demand, and hold the Company harmless against any and all liabilities, claims, fines, penalties, costs, losses, or damages arising from or in connection with any recall, withdrawal, or corrective action to the extent caused by a defect in the Goods or a breach of the Contract by the Supplier, including any fines or penalties imposed by any regulatory authority.
- 15.4. The obligations in this Clause 15 are without prejudice to any other rights or remedies available to the Company under the Contract or at law. The provisions of this Clause 15 shall survive completion or termination of the Contract.
- 16. TERMINATION AT OPTION OF COMPANY**
- Performance of any Order may be terminated by the Company, at its option, in whole or in part, at any time by written notice to the Supplier (notwithstanding the existence with respect to the Supplier of any force majeure circumstances). In such event the Company's liability shall in no circumstances exceed the Price of the Goods delivered and/or Services performed and accepted by the Company and not previously paid for. The Supplier shall also, if so required by the Company in writing, complete all Goods partially manufactured at the date of such notice which are due for delivery within any lead-time previously agreed by the Company and the Company shall pay the Price of all such Goods as it accepts.
- 17. TERMINATION FOR DEFAULT OR INSOLVENCY OF THE SUPPLIER**
- 17.1. The Company may, at its discretion, without prejudice to any other remedy, suspend its performance of or (whether or not such performance has previously been suspended) terminate the Contract in whole or in part by written notice to the Supplier at any time if the Supplier:
- 17.1.1. fails to comply with any provision of the Contract or Delivery Schedules or of any other agreement with the Company or fails to make progress or otherwise repeatedly breaches so as in the reasonable opinion of the Company to endanger the performance of the Contract and in any of such cases such failure is irremediable or if remediable the Supplier does not remedy the same to the Company's satisfaction within a period of ten (10) days after the date on which the Company has given the Supplier written notice thereof or within such longer period as may be mutually agreed in a remedial plan; or
- 17.1.2. becomes insolvent, has a receiver, manager, administrative receiver, administrator or trustee in bankruptcy appointed in respect of any of its undertaking assets or income, is the subject of any bankruptcy order or has any petition presented to any court or resolution passed for its winding up, whether compulsorily or voluntarily, or is dissolved, has any distraint or execution levied on any of its assets, enters into any composition or arrangement with its creditors or suffers any similar action in consequence of debt under the laws of any jurisdiction, or the Company bona fide believes that any of the foregoing events may occur.

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**18. OBSOLETE PARTS**

If the Goods constitute parts used by the Company to manufacture or assemble Company plant, machines, equipment or attachments then in the event that such a part is no longer required for production of the Company's original plant machines, equipment or attachments, the Supplier shall ensure that it is able to continue supplying the Company, as required, with such part for at least ten (10) years following the date on which the relevant part is no longer supplied for production. This Clause 18 shall not apply to Goods which are not used by the Company to manufacture or assemble Company plant, machines, equipment or attachments. This Clause 18 shall survive completion or termination of the Contract.

**19. FORCE MAJEURE**

Neither party shall be responsible to the other by reason of failure to perform under an Order arising from causes beyond the control of the party concerned including fire, explosion, or acts or omissions of any authority or governmental agency provided that the Company shall be entitled to obtain elsewhere Goods and/or Services covered by the Order for so long as such circumstances prevail and to reduce to that extent without liability to the Supplier its purchases under the Contract. The party affected shall promptly notify the other of the nature and extent of the cause affecting its ability to perform and shall use all reasonable efforts to mitigate the effects of the delay or failure in the performance of its obligations in any way that it is reasonably practicable.

**20. MODIFICATIONS**

The Company reserves the right, at any time, to request a change to the specifications applicable to the Goods, in the method of packing of the Goods or in the place for delivery and/or in the Company's Requirements for Services and/or time for completion of Services and the parties shall discuss the same in good faith. Any discussions which may take place will be without prejudice to the rights of the relevant parties. The Supplier shall within a reasonable time following such request supply to the Company details as to the adjustment to the Price given the requested change which the Supplier shall provide in good faith with reference to the Price for the Goods and/or Services and also any reasonable demonstrable variations to such Price which may be necessary due to the circumstances and nature of the change. If the Price is acceptable to the Company, the Company shall issue an amendment to the Contract accordingly.

**21. COMPLIANCE WITH LAW**

General Compliance

21.1. In carrying out its business in connection with the Contract the Supplier shall comply with all applicable laws, statutes, regulations, ordinances, rules, permits, licences, authorisations, codes of conduct and directions and requirements of any relevant governments or regulatory authorities from time to time in force.

Health, Safety & Environmental Compliance

21.2. The Supplier:

21.2.1. shall ensure that all Goods are safe and without risk to health when properly used and the Supplier shall supply to the Company and to the Company's dealers and customers (where appropriate) complete and accurate information to inform the safe and proper use of the Goods (including, where appropriate, safety data sheets);

21.2.2. shall comply with all applicable environmental, health and safety, product safety, and product compliance laws, statutes, regulations, and requirements in force in any jurisdiction where the Goods are to be placed on the market or used, including (where applicable to the Goods): (a) the Health and Safety at Work (Northern Ireland) Order 1978 (and, where the Goods are also to be placed on the market in Great Britain, the Health and Safety at Work etc. Act 1974); (b) the Waste and Contaminated Land (Northern Ireland) Order 1997, the Environment (Northern Ireland) Order 2002, and the Environment Act 2021; (c) the EU General Product Safety Regulation ((EU) 2023/988), as applicable in Northern Ireland (and, where the Goods are also to be placed on the market in Great Britain, the General Product Safety Regulations 2005 or any successor legislation); (d) EU REACH (Regulation (EC) No 1907/2006), as applicable in Northern Ireland (and, where the Goods are also to be placed on the market in Great Britain, UK REACH (as retained and amended EU Regulation 1907/2006)); (e) the EU CLP Regulation (Regulation (EC) No 1272/2008), as applicable in Northern Ireland (and, where the Goods are also to be placed on the market in Great Britain, the GB CLP Regulation (as retained and amended EU Regulation 1272/2008)); (f) the Restriction of the Use of Certain Hazardous Substances in Electrical and Electronic Equipment Regulations 2012 (as amended); (g) the Waste Electrical and Electronic Equipment Regulations 2013 (as amended); (h) the Waste Batteries and Accumulators Regulations 2009 (as amended); (i) the End-of-Life Vehicles Regulations 2003, the End-of-Life Vehicles (Producer Responsibility) Regulations 2005, and any related legislation concerning the recyclability, recoverability, or disposal of vehicles or vehicle components; (j) the Supply of Machinery (Safety) Regulations 2008, the Electrical Equipment (Safety) Regulations 2016, and the Electromagnetic Compatibility Regulations 2016; (k) the Product Security and Telecommunications Infrastructure Act 2022; (l) the Road Vehicles (Approval) Regulations 2020 and any other applicable type-approval legislation; and (m) any replacement, amendment, re-enactment, or substantially similar or equivalent legislation to any of the foregoing; and

21.2.3. acknowledges and agrees that the Company is relying upon the Supplier to ensure that it meets these requirements in respect of the Goods.

21.3. Where the Supplier is established outside the UK, it shall:

21.3.1. to the extent that the Goods contain or are manufactured using chemical substances that are subject to registration under EU REACH (Regulation (EC) No 1907/2006) (as applicable in Northern Ireland) and/or UK REACH (as applicable in Great Britain), ensure that such substances are properly registered with the European Chemicals Agency (in respect of the Northern Ireland market) and/or the Health and Safety Executive (in respect of the Great Britain market), as applicable, before the Goods are placed on the relevant market, whether by appointing an Only Representative established in the relevant jurisdiction or by such other means as are necessary to comply with the applicable regime;

21.3.2. where required by applicable law, appoint a UK-based authorised representative, responsible person, or other designated person for the purposes of any applicable UK product safety, conformity assessment, or market access legislation (including, where relevant, for the purposes of UKCA marking); and

21.3.3. provide evidence of the appointments and registrations referred to in this Clause 21.3 to the Company upon reasonable request.

Supplier Code of Conduct

21.4. The Supplier shall comply with the Company's Code of Conduct as may be amended by the Company from time to time. A copy of the Company's Code of Conduct is available upon request.

Anti-Corruption Compliance

21.5. The Supplier shall not and shall procure that its Associated Persons (as defined in the Bribery Act 2010) will not commit or be involved in committing a Prohibited Act in connection with the provisions of the Contract. For the purposes of this Clause, "Prohibited Act" means offering, giving, promising, requesting, agreeing to receive or accepting any bribe or other undue financial or other advantage in connection with this Contract, or committing any offence under the Bribery Act 2010, or any equivalent anti-corruption legislation in any relevant jurisdiction.

Modern Slavery & Labour Law Compliance

21.6. The Supplier shall comply with the Modern Slavery Act 2015 (as amended) including ensuring that neither the Supplier nor any of its officers, employees or other persons associated with it is engaged in slavery or human trafficking.

21.7. The Supplier represents and warrants that neither the Supplier nor any of its officers, employees or other persons associated with it:

21.7.1. has been convicted of any offence involving slavery and/or human trafficking; and

21.7.2. to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and/or human trafficking.

21.8. The Supplier shall implement and maintain due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains, and shall provide evidence of such procedures to the Company upon reasonable request.

Due Diligence

21.9. The Supplier shall respond to any reasonable requests for information from the Company from time to time in relation to the Supplier's activities pursuant to the Contract, including concerning matters referred to in this Clause 21. The Supplier warrants and represents that all such information provided shall be complete and accurate.

Rights of the Company

21.10. If the Company concludes, in its reasonable opinion that the Supplier (including any Associated Persons, subcontractor or agent, in all cases whether or not acting with the Supplier's knowledge) has breached any of Clauses 21.1 to 21.9 above, then the Company may immediately terminate the Contract on providing written notice to the Supplier. Any notice of termination under this Clause 21.10 shall specify:

21.10.1. the nature of the breach;

21.10.2. the identity of the party whom the Company believes has committed the breach; and

21.10.3. the date on which the Contract will terminate.

21.11. The Supplier shall indemnify, in full and on demand, and hold the Company harmless against any and all liabilities, claims, fines, costs, losses or damages arising from or related to any breach of this Clause 21 or the termination of the Contract pursuant to Clause 21.10.

Sanctions and Export Controls

21.12. The Supplier shall comply with all applicable trade sanctions, export control laws, and embargo regulations, including those administered or enforced by the United Kingdom, the European Union, the United Nations, and, to the extent applicable, the United States, in each case as amended from time to time.

**22. ASSIGNMENT, SUB-CONTRACTING & THIRD PARTY RIGHTS**

22.1. The Company may assign the benefit of any of its rights under the Contract but the Supplier shall not without the prior written consent of the Company assign the benefit of any of its rights or sub-contract any of its obligations under the Contract in whole or in part.

22.2. If the Company consents to any such assignment or sub-contract the Supplier shall nevertheless continue to be responsible to the Company for all the Supplier's obligations under the Contract.

22.3. In the case of any sub-contract to which the Company has so consented the Supplier shall include in its sub-contract terms and conditions consistent with those of the Contract (in particular those relating to compliance with quality standards) for the benefit of and enforceable directly by the Company and furnish the Company on demand with details of any such sub-contract.

22.4. Save as expressly provided, no third party shall have any rights under the Contract whether in accordance with the Contracts (Rights of Third Parties) Act 1999 or otherwise.

**23. RELATIONSHIP OF THE PARTIES**

Nothing shall be deemed to constitute the Company or the Supplier an agent or partner of the other or authorise either of them to incur any commitment or liability on behalf of the other.

**24. SEVERANCE & WAIVER**

24.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of this Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.

24.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable to give effect to the commercial intention of the parties.

24.3. No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy. Any waiver must be given in writing and expressly stated to be a waiver. Such a waiver will only apply to the specific events to which it is stated to relate and not to any other events, whether past or future.

**25. PUBLICITY**

Neither the Contract nor any details thereof or the Company's name shall be used by the Supplier for advertisement or publicity purposes without the Company's prior written consent.

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**26. NOTICES**

Any notice given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business and shall be sent by registered post or delivery by hand and shall be deemed to have been properly served two (2) business days after posting or on the date of hand delivery. For the purposes of this clause, "business day" means a day other than a Saturday, Sunday or public holiday in England and Northern Ireland, when banks are open for business.

**27. INSURANCE**

During the term of the Contract, and for a period of 12 months thereafter, the Supplier shall maintain in force adequate insurance, with a reputable insurance company, to cover its potential liabilities under or in connection with the Contract, and in particular, its liabilities under Clause 13.1. The Supplier shall, on the Company's request, produce written evidence to the Company's reasonable satisfaction that it has the insurance cover required by the Contract.

**28. ENTIRE AGREEMENT**

28.1. The Contract constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements, understandings, and arrangements between the parties, whether written or oral, relating to such subject matter.

28.2. Each party acknowledges that in entering into the Contract it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not expressly set out in the Contract or in any document referred to in it.

28.3. Nothing in this Clause 28 shall limit or exclude any liability for fraud or fraudulent misrepresentation.

**29. CUMULATIVE REMEDIES**

The rights and remedies of the Company under the Contract are cumulative and not exclusive of, and are in addition to and without prejudice to, any rights or remedies available to the Company at law or in equity. The exercise or non-exercise by the Company of any right or remedy shall not constitute an election of remedies, preclude the Company from exercising any other right or remedy, or be deemed a waiver of any other right or remedy.

**30. GOVERNING LAW & JURISDICTION**

30.1. The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws of Northern Ireland.

30.2. The parties irrevocably agree that the courts of Northern Ireland shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).