

**MERIDIAN GENERIC RAIL LIMITED GENERAL  
CONDITIONS OF PURCHASE**

**1. DEFINITIONS**

In these Conditions,

- (1) "MGRL" means Meridian Generic Rail Ltd., whose registered office is at Elite House, 155 Main Road, Biggins Hill, Westerham, England TN16 3JP UK.
- (2) "Seller" means the person, firm or company to whom MGRL's Purchase Order is addressed.
- (3) "Goods" means the goods to be sold by the Seller to MGRL under the Contract.
- (4) "Services" means the work and/ or services to be performed by the Seller under the Contract.
- (5) "Contract" means the contract to buy and sell hereby formed between MGRL and Seller.
- (6) "Purchase Order" means a purchase order issued by MGRL.

**2. CONSTRUCTION OF CONTRACT**

- (1) Unless any other written and dated agreement exists between MGRL and the Seller to govern the same subject matter (in which case such terms shall constitute the Conditions and shall rank in priority to, take precedence, and prevail over these terms), the terms herein shall constitute the Conditions and shall (together with any and all particulars contained within Purchase Orders, order confirmations, certificates of completion, scheduling agreements, delivery schedules) be a complete record of the Contract between the parties with regard to the purchase and sale of the Goods and/or the performance of the Services. These Conditions shall apply in place of and prevail over any terms or conditions contained or referred to in the Seller's quotations, sales confirmations, invoices or in correspondence or elsewhere or implied by trade, custom, practice or dealing unless agreed to in writing. These Conditions may not be modified without MGRL's prior written agreement.
- (2) In entering the Contract, the Seller does not rely upon any such representation made by or on behalf of MGRL which has not been so specified.
- (3) MGRL shall only be bound by an order if issued on MGRL's official Purchase Order form and signed by a duly authorised representative of MGRL.
- (4) The execution and return of the acknowledgement copy of the Purchase Order by the Seller or the Seller's execution or commencement of work or commencement of delivery pursuant to the Purchase Order constitutes acceptance by the Seller of the Purchase Order on the terms hereof.

**3. QUALITY AND DESCRIPTION**

- (1) The Seller warrants and it is a condition of the Contract between the Seller and MGRL that the Goods shall conform with the quality and description and other particulars of the Goods stated in the Purchase Order, shall conform to all samples, drawings, descriptions and specifications furnished, shall be of satisfactory quality and fit for any intended uses expressly or impliedly made known to the Seller and free from all defects and shall comply with any and all performance specifications stated in the Purchase Order.
- (2) The Seller warrants and it is a condition of the Contract that the Goods and Services will comply in all respects with any statutory rule or regulation which may be in force at the time of Delivery (in the case of Goods) or at the time the Services are provided, and with the best standards of the industry.
- (3) All services shall be supplied in full accordance with the terms of the Purchase Order and shall be executed in a proper and skilful manner by properly qualified and experienced persons.
- (4) These provisions shall survive any delivery, inspection, acceptance or payment pursuant to the Purchase Order. The conditions shall extend to any replacement, repaired or substitute or remedial Goods and/ or Services provided by the Seller with the consent of MGRL.

**4. HEALTH AND SAFETY**

The Seller hereby agrees with MGRL that the Seller will comply in all respects with the provisions of Section 6 of the Health and Safety at Works etc. Act 1974 and any subsequent amendments, in the performance of the Purchase Order.

**5. QUANTITIES**

Unless a duly authorised representative of MGRL has otherwise agreed in writing, the Seller must deliver the exact quantity specified. If delivery pursuant to the Purchase Order is incomplete, MGRL reserves the right (without prejudice to any of its other rights) to accept or reject the Goods so delivered and to cancel or vary the balance of the Purchase Order. MGRL reserves the right to return excess quantities at the Seller's expense and risk.

**6. INSPECTION AND REJECTION**

- (1) The Seller warrants that he has inspected and tested the Goods prior to delivery to ensure that they comply with the requirement of the Purchase Order. MGRL reserves the right to call for such certificates of origin or test certificates as MGRL may require for the Goods. Such certificates must clearly state MGRL's order numbers and any item/equipment numbers and / or description.
- (2) If, as a result, of any inspection or test MGRL finds that the Goods and / or Services do not comply with the Purchase Order, it may inform the Seller and Seller shall take such steps as are necessary to ensure such compliance. These rights of MGRL are without prejudice to all other rights of MGRL. All Goods shall be received at the place of delivery shown in the Purchase Order subject to MGRL's inspection and approval. Any Goods rejected as not conforming to the Purchase Order shall be returned at the Seller's risk and expense. If the Seller fails to do so, MGRL shall be entitled to purchase replacement goods from another source and the Seller shall pay to MGRL any additional expense incurred by MGRL in obtaining replacement goods together with all loss and expense incurred by MGRL.

**7. DELIVERY**

Time is of the essence in the performance by the Seller of the Purchase Order. If delivery dates or the dates for the provision and / or performance of Services specified in the Purchase Order cannot be met, the Seller shall promptly notify MGRL of the earliest possible date for delivery or the provision and/ or performance of Services. Notwithstanding such notice, and unless a substitute delivery date or date for the provision and / or performance of Services has been expressly agreed to by a duly authorised officer of MGRL in writing, the Seller's failure to effect delivery or the provision and / or performance of Services on the date specified shall entitle MGRL to cancel the whole or part of the Purchase Order without liability to the Seller, to purchase substitute items and / or Services elsewhere, and to hold the Seller accountable for any loss and additional costs incurred. All Goods shall be properly packed and secured in such manner as to enable them to reach their destination in good condition. The Goods must be delivered at the delivery point in the Purchase Order. If the Goods are incorrectly delivered the Seller will be liable for any additional expenses involved in handling and delivering them to their correct destination. The Goods shall be at risk of the Seller until delivery to MGRL at its premises or at the agreed delivery location.

**8. TITLE**

The property and risk in the Goods shall pass to MGRL on delivery in accordance with the Purchase Order without prejudice to any right of rejection to which MGRL may be entitled hereunder or otherwise.

**9. PRICES**

All prices shall be as stated in the Purchase Order. All prices shall remain fixed and firm and inclusive of delivery charges and all other taxes, charges and duties and are not subject to adjustment save as specifically provided in these Conditions.

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**10. PAYMENT**

(1) Unless otherwise stated in the Purchase Order, or agreed in writing between the parties, payment of invoices shall be made in full and in cleared funds 60 days from the date of receipt of Goods and / or completion of Services in accordance of the Purchase Order. All despatch / delivery notes for Goods must carry the Purchase Order number to which it relates. All Services delivered must be certified by MGRL's authorised representative in the form of a "Certificate of Completion" referencing the Purchase Order number. Failure to do so will result in delay in processing the invoice for payment.

(2) If the Seller fails to make a payment due to MGRL under the Contract by the due date, then, without limiting the MGRL's remedies under clause 20, the MGRL shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.

(3) MGRL reserves the right to deduct any monies due from the Seller to MGRL including, without limitation, monies due from the Seller to MGRL in connection with the Goods and / or Services supplied to MGRL.

**11. CONFIDENTIALITY**

(1) All information or documentation supplied by MGRL is confidential and the Seller shall not disclose the same or any part thereof and shall not allow access to same by any person other than the employees, officers, representatives or advisers directly concerned with the performance of the Purchase Order. The Seller shall ensure that its employees to whom it discloses MGRL's confidential information comply with this clause 11. The Seller shall not, without the prior written consent of MGRL, advertise or publish in any way whatsoever the fact that the Seller has contracted to supply the Goods and / or Services to MGRL. The Seller shall not use MGRL's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract in accordance with General Data Protection Regulations (2018) and our Privacy Policy.

(2) Unless otherwise specifically agreed to by MGRL, all documentation, samples, mock-ups and/ or prototypes received from the Seller shall be treated as non-confidential and MGRL shall have the full right to use or disclose the same for any purpose without restriction. The Seller hereby waives any right it may with respect in such information, documentation, samples, mock-ups and/ or prototypes.

**12. MGRL PROPERTY**

All tools, special dies, moulds, patterns, jigs, other equipment, materials, and all drawings, sketches, models, samples, technical information, data or other proprietary information furnished by MGRL to the Seller, or paid for by MGRL, and any replacements therefore, shall remain the property of MGRL. The Seller shall maintain the same in good order and condition and keep the same separately from the Seller's property, shall plainly identify such property as MGRL's property, shall not use or copy such property except in fulfilling this or any other Purchase Order of MGRL and shall return the same to MGRL upon request.

**13. CHANGES**

MGRL may at any time and from time to time, by written notice to the Seller, make changes in quantities, specifications, designs, testing, packing and delivery destination and postponement in delivery schedule(s) and / or to the nature, scope, extent or manner of provision of the Services. If any such change causes a material increase or decrease in the cost of, or of the time required for performance, then an equitable adjustment shall be made to the price or delivery schedule or both. Any claim by the Seller not made within a reasonable period shall be deemed waived. No change shall be binding upon MGRL unless it is made in writing and signed by a duly authorised representative of MGRL.

**14. WARRANTY**

Without prejudice to MGRL's rights at law, the Seller warrants the Goods and/ or Services for 24 months from the date of delivery and / or completion of all Services provision against all defects not arising from design furnished by MGRL, and shall, if so required by MGRL, upon the occurrence of any fault or defect reimburse the price of the Goods whereupon MGRL shall return the Goods at Seller's risk and expense or repair or replace the same or in the case of Services, perform any appropriate remedial work at the Seller's cost.

**15. INDEMNITY**

(1) The Seller shall indemnify and hold MGRL harmless from any and all claims, liabilities, damages or expenses (a) in respect of any alleged or actual infringement by any of the Goods or Services of any patent, utility model, registered or unregistered design, copyright, trade mark or other proprietary rights vested in a third party and the Seller shall defend all such claims or actions and proceedings brought against MGRL at the Seller's expense, or (b) sustained by MGRL or for which MGRL may be liable as a result of any act or omission in the performance of, or in connection with, any or all of the obligations undertaken by the Seller pursuant to the Purchase Order, with or by reason of the negligence of the Seller, its agents, employees or sub- contractors, or their agents or employees, or otherwise, including any such liability, damage or loss arising directly from negligence on the part of MGRL.

(2) The Seller shall accept liability for death or personal injury caused by the negligence of the Seller or its employees acting in the course of their employment.

(3) The Seller shall accept liability for direct physical damage to tangible property caused by the negligence of the Seller or its employees while at MGRL's premises.

(4) The Seller shall accept liability for other loss or damage incurred by MGRL which is directly attributable to failure by the Seller to exercise reasonable care in the performance of its obligations hereunder.

**16. FORCE MAJEURE**

Neither party shall be liable to the other party for any loss or damage which may be suffered by the other as a direct or indirect result of the performance of its obligations hereunder being prevented, hindered or delayed by reason of circumstances or events beyond its reasonable control including but not limited to acts of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, breakdown of plant or machinery, fire, flood, storm, explosion, epidemic or government action.

**17. TRADE TERMS**

If the Purchase Order refers to any international terms they shall have the meaning assigned to such terms by INCOTERMS (2000 Edition and any subsequent amendments) save insofar as such meaning shall be inconsistent with the provisions of these Conditions or the Purchase Order.

**18. LICENCES**

The Seller will obtain any and all licences and consents required by any law, regulation or government body to enable it to carry out its obligations under any Contract. If performance of the Purchase Order requires MGRL to have any permit, consent or licence from any government or other authority at home or overseas, the Purchase Order shall be conditional upon such permit or licence being available at the required time.

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**19. U. S RE-EXPORT CONTROL**

The Seller must notify MGRL immediately if any of the Goods or relevant data (or any part of them) are subject to re-export control under U. S. Export Administration Regulations (hereinafter "U. S. origin product or data") and, where applicable, shall furnish MGRL with sufficient details of such U. S. origin product or data and shall provide any information and assistance which MGRL may request for obtaining the necessary government approvals for re-export. The Seller shall hold MGRL harmless from any consequence arising from the Seller's failure to timely identify such US origin product or data or from the Seller's provision of incorrect or insufficient information in connection therewith. If any such re-export control approval is required in respect of any part of any Purchase Order, such order and any Contract made pursuant to it shall be conditional upon all necessary approvals being obtained.

**20. TERMINATION**

(1) Without prejudice to any other right or remedies legally available, MGRL may terminate any Contract made pursuant to any Purchase Order in whole or in part forthwith by giving the Seller written notice and without liability in the event that the Seller enters into a deed of arrangement or commits an act of bankruptcy or compounds with its creditors or if a receiving order is made against it or if (being a company) an order is made or resolution is passed for its winding up (otherwise than for the purpose of amalgamation or reconstruction) or if a receiver or administrator is appointed of any of its assets or undertakings or if circumstances arise which entitle the Court or a creditor to appoint a receiver or manager or which entitle the Court to make a winding-up order or if it takes or suffers any similar or analogous action in consequence of debt or commits any breach of the Purchase Order or these Conditions, or any other contract between MGRL and the Seller.

(2) Termination of the Contract howsoever arising shall not discharge the Seller from any existing obligation accrued due on or prior to the date of termination.

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

**21. WAIVER**

Failure on the part of either party to exercise or enforce any of its rights hereunder shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement thereof at any time or times.

**22. ASSIGNMENT**

Neither party shall, without prior written consent of the other, assign transfer, or sub-contract all or any part of the Purchase Order or delegate any duties hereunder and any such purported act shall be void.

**23. NOTICES**

Any notice hereunder shall be deemed to have been duly given if sent by prepaid first-class post or fax to the party concerned at its last known address. Notices sent by first class post shall be deemed to have been given seven days after despatch and notices sent by fax shall be deemed to have been given on the date of despatch.

**24. LAW & JURISDICTION**

The Contract and rights and obligations of the parties' there under shall be governed by and construed and interpreted in accordance with the laws of England and the parties agree to submit to the jurisdiction of the English Courts.

**25. HEADINGS**

Headings herein are solely for the purpose of ease of reference, and shall not be construed as defining the scope or meaning of any provisions.