NASM YTH GROUP STANDARD T ERMS AND CONDITI ONS FO R THE PURCHASE O F GOO DS AND/OR SERVI CES –NORT H AMER I CA-Issue 12 (June 2020)

NASMYT H GROUP STANDARD TERM S AND CONDIT I ONS FO R THE PURCHASE O F GOO DS AND/OR SERVI CES –NORT H AM ERI CA I ssue 12 (June 2020)

1. Def in i tion s and Interp retation

1.1 I n t hese ter ms and conditions (“Conditions”) the words and expr essions below wil l have t he follow in g

meanings: -

“Confi d enti al In fo rmatio n” any and all inf ormation acquir ed by t he Supplier about t he busi ness of the

Customer and/or given by t he Customer t o the Supplier and/or gener at ed by the Supplier fr om such infor mat ion

which may include aspects of Custom er Pr opert y;

"Contract" the agreement between the Cust omer and the Supplier f or t he sale and purchase of t he Goods

and/or Services incorpor ating t hese Condit ions and t he documents refer red t o in these Condit ions;

“Cont ro l ” as def ined in sect ion 1124 of the Corporat ion T ax Act 2010, and the expr ession change of Cont rol

shall be construed accordingly;

"Custo mer" t he Nasmyth c ompany t hat issues the Order to t he Supplier.

“Custo mer I PR” as def ined in condit ion 10.2;

“Custo mer Property” designs, samples, drawings, t echnical data, specif icat ions, r aw mater ials, part

manufactured products, tools, gauges, packaging materials and/or any ot her mat erials provided by the

Customer and/or any j igs, tooling, equipment and/ or other mat erials in respect of which t he Customer has

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؀ᜳ shall not deliver such Goods and/ or Services to the Customer unless the Cust omer agrees in writ ing that t he ��`B @�p

Supplier can deliver the non-conform ing G oods and/ or S ervices after being notif ied in writing by the Supplier of

each of t he non-conf ormit ies. Any agreem ent by the Customer t o t he supply of non-conf orming Goods and/ or

Services shall not in any way l imit the Supplier’s Li ability and shal l be without pr ej udice t o any rights or

remedies of the Cust omer under t he Contract .

4.5 T he Supplier shall maint ain each accredit at ion which it requires t o supply t he Goods and/or Services in

accordance with the Release Requ irement s and, without limit ing the Supplier 's Liability and without prej udice to

any rights or remedies of the Customer, t he Supplier shall not ify t he Cust omer immediat ely if it looses any such

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2018 and any other law applicable to the protection of personal data in effect from time to time (together, Data
Protection Legislation), (b) process the information only in accordance with the Buyer’s lawful instructions; (c)