

BLUESKY (UK) LIMITED PURCHASE TERMS

These are the terms ("Terms") that apply when We buy goods and services. We are Bluesky (UK) Limited, registered under company number 07763362, registered office Horizon House, Estate Road Five, Grimsby, DN31 2TG. "We", "Us", or "Our" refers to Bluesky and its group companies.

1. Agreement

These Terms apply exclusively when We buy from You. Any terms You propose, whether in trade, custom, or practice, are excluded.

2. Definitions and Interpretation

Business Day: Any day banks in London are open, excluding Saturdays, Sundays, and public holidays.

Confidential Information: Any information that is private or proprietary, regardless of its form, including financial, business, customer, supplier, and technical information and any information which should be regarded as confidential because of its nature and the circumstances of the disclosure. This also includes confidential information from Our customers.

Data Protection Legislation: The UK GDPR, the Data Protection Act 2018, and any other relevant laws regarding data privacy.

Deliverables: Any materials, documents and products You create or develop as part of the services You provide to Us.

Delivery Date: The date specified in Our order.

Delivery Location: The address We specify in Our order or any other location We request.

Effective Date: The date You accept Our order, either explicitly or by Your actions.

Goods: The products, parts, and materials specified in Our order or understood to be included.

Goods Specification: Any agreed written specifications for the goods, including plans and drawings.

Intellectual Property Rights: all patents, copyright, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, know-how and trade secrets and all other intellectual property rights, in all cases whether they are registered or unregistered in the future in any part of the world.

Mandatory Policies: Our policies and codes of conduct that We notify You of from time to time.

Order/Purchase Order: The order We place.

Our Materials: All documents, information, and items We provide to You in connection with the purchase.

Our Customers: The individuals or organisations We supply goods or services to.

Payment Terms: The agreed payment terms, or if none are agreed, We will pay within 30 days of receiving a correct invoice.

Price: The amount specified in Our order.

Services: The services and deliverables specified in Our order or understood to be included.

Services Commencement Date: The date specified in Our order.

Supplier/You/Your: The person, company, or organisation supplying goods or services to Us under this agreement.

Supplier Materials: All documents, information, and items You use in providing the goods and/or services.

Term: The duration specified in Our order.

Interpretation:

- Headings do not affect interpretation.
- Singular words include the plural and vice versa.
- References to laws include any amendments or replacements.

3. Commencement and Duration

This agreement starts on the Effective Date and continues for the Term unless terminated earlier as set out in these terms.

4. Supply of Goods

4.1. You must ensure that the goods:

- match their description and any agreed specifications;
- are of satisfactory quality and fit for purpose;
- are free from defects and will remain so for 24 months after delivery;
- comply with all relevant laws and standards (including those in the EU and UK); and
- match any samples We have approved.

4.2. You must have all necessary licences and permissions to fulfil Your obligations under this agreement.

4.3. We may inspect the goods before delivery, but this does not reduce Your responsibilities.

4.4. If the goods do not comply with Your contractual obligations, You must take any immediate corrective action that We require, at Your expense.

4.5. We may, at Your expense, carry out further inspections and tests after You have completed any corrective actions.

5. Delivery of Goods

5.1. You must ensure that:

- goods are packed securely;
- goods and packaging are undamaged upon delivery;
- each delivery includes a note with relevant details, such as the order number, quantity, weight and any special instructions;
- We will not return any packaging to You unless We agree to this; and

5.2. Unless We agree otherwise, goods and services must be delivered on the Delivery Date, to the Delivery Location, during Our normal business hours. Title and risk transfer to Us upon delivery. Time is of the essence for delivery.

5.3. Delivery will have taken place when We have had a reasonable opportunity to inspect the goods or services.

6. Supply of Services

You must:

- provide the services with the best skill and care and in line with best practice;
- ensure the goods and services conform to all descriptions and specifications and that they are fit for any purpose that We request or that is implied;
- use the best quality materials, goods and standards;
- meet all performance dates and time is of the essence;
- co-operate with Us and follow Our instructions;
- provide services with care, skill, and diligence, using suitably qualified personnel;
- ensure the services and deliverables meet the agreed standards and are free from defects for 24 months;
- comply with all applicable laws and regulations, including Our Mandatory Policies; and
- keep Our materials safe and use them only as authorised.

7. Our Remedies

7.1. If You fail to deliver goods or services on time, We may:

- terminate the agreement immediately;
- refuse to accept any further goods or services;
- recover from You the costs for obtaining substitutes from third parties;
- require a refund for any undelivered goods or services; and
- claim damages for additional costs incurred due to Your failure.

7.2. If goods do not comply with Our requirements or Your undertakings, We may reject them, request that You repair or replacement them, and claim damages for any additional costs or losses that We have incurred. These rights apply to any substitute or remedial services and goods You provide.

7.3. Our rights in clause 7.2 are in addition to any rights that We have under applicable law.

8. Our Obligations

We will provide You with necessary information and access to Our premises as agreed so that You can fulfil your obligations.

9. Pricing and Payment Terms

9.1. We will pay the price agreed in accordance with the Payment Terms. The price includes all costs unless We agree otherwise.

9.2. You will invoice us upon completion of delivery or services.

9.3. We may set off any amounts You owe Us against sums due to You.

9.4. You must keep accurate records of the time and materials used and allow Us to inspect them upon request.

10. Intellectual Property

10.1. We will own the Intellectual Property Rights in Our Materials and in any deliverables. We grant You a personal, non-exclusive, non-transferable licence to use Our Materials for the purposes of this Agreement.

10.2. You will own any Intellectual Property Rights existing in Your Materials. You grant Us a personal, non-exclusive, non-transferable licence to use Your Materials for the purposes of this Agreement.

11. Limitation on Liability

11.1. Nothing in this agreement limits Our liability for death, personal injury caused by Our negligence, fraud, or any other liability that cannot be excluded by law.

11.2. Subject to clause 11.1 We will not be liable for any indirect or consequential loss of any kind.

11.3. Subject to clause 11.1, Our total liability to You is limited to the price We paid under this agreement in the 12 months before the liability arose or £50,000, whichever is lower.

12. Representations and Warranties

Each party confirms that it has the authority to enter and perform this agreement and that there are no pending legal actions that could affect its obligations under this agreement. Both parties agree to conduct business in line with the Mandatory Policies.

13. Indemnity

You agree to indemnify Us fully against all losses, damages, and costs arising from:

- claims of intellectual property infringement related to the goods or services (excluding Our materials);
- claims for personal injury or property damage due to Your negligence or any defects in the goods or deliverables;
- claims arising from Your breach of the Mandatory Policies; and
- claims against Us by any third party arising out of Your supply of the goods or services.

14. Confidential Information

You must keep our confidential information private and use it only as necessary for this agreement. This obligation lasts for 5 years after the agreement ends. You may only share confidential information with those who need it for this agreement or as required by law.

15. Data Protection

15.1. Both parties agree to comply with data protection laws.

15.2. Each party must ensure it has the necessary consents to process personal data and take appropriate measures to protect it.

15.3. You will indemnify Us fully where You have not complied with this clause.

16. Reporting and Audit

You must keep records to trace the supply chain of all goods and services provided. We may audit Your compliance with this agreement and Our policies upon reasonable notice.

17. Termination and Consequences

17.1. We may terminate this agreement immediately if:

- there is a change in control of Your business;
- Your financial position deteriorates;
- You become subject to any insolvency event;
- You breach Our confidentiality, Your data protection obligations, or Our Mandatory Policies;
- where You have been in breach of this agreement and You have not remedied that breach after We have given You 14 days notice to do so; or
- for convenience by giving You 30 days' notice.

17.2. On termination, You must return all Our materials and deliverables.

17.3. Clauses 10,11,12, 13, 14, 15, 17, 18, 19, 20 and any other provision of this Agreement which expressly or by implication is intended to continue, will still apply after termination.

18. Force Majeure

Neither party will be liable for delays or failures due to circumstances beyond their control. If such delays continue for 10 Business Days, the unaffected party may terminate the agreement with 5 days' notice.

19. Insurance

You must maintain the levels of insurance that We specify both during the term of this agreement and for 6 years afterward.

20. General Terms

Notices: Any notice given under this agreement will be deemed to have been given if delivered personally (including by courier) to either party at the addresses on the Order, at the time of delivery or if sent by prepaid, recorded delivery, or first class post in the UK, 2 Business Days after posting or if outside the UK 7 Business Days after posting.

Assignment: You cannot assign or transfer any interest or claim under the Agreement to a third party without prior Our written consent. We may assign the Agreement with notice.

Sub-contracting: You may only sub-contract Your rights or obligations under the Agreement if We agree in writing.

Severability: If any part of the Agreement is deemed invalid or unenforceable by a competent authority, the remaining provisions will still be effective.

Amendment: Any amendments or variations to the Agreement must be in writing and signed by an authorised representative of both parties.

Entire Agreement: This Agreement constitutes the entire understanding between the parties, superseding all prior agreements related to the subject matter.

Waiver: Failure or delay by either party in exercising any right or remedy under the Agreement does not waive that or any other right or remedy.

No Partnership or Agency: The Agreement does not create a partnership or joint venture between the parties, nor does it authorise either party to act as an agent for the other.

Third Party Rights: Except as explicitly stated, third parties cannot enforce any terms of the Agreement under the Contracts (Rights of Third Parties) Act 1999. Our assignees can enforce the terms.

Law and Jurisdiction: The Agreement is governed by English law, and any disputes are subject to the exclusive jurisdiction of the English courts.