

## Tioxide Materials Limited registered in England – Indirect Category Purchase Terms and Conditions (≤£50,000 per Order)

Version April 2026

### Definition list:

**Buyer** means Tioxide Materials Limited, a company incorporated under the laws of England and Wales with CRN: 16846918 ("Tioxide Materials Limited"), or any member of its group, that places an order, enters into the Contract, or issues an invitation to tender, together with its legal successors in title.

**CLP** means: the **GB Classification, Labelling and Packaging regime**, being Regulation (EC) No 1272/2008 on the classification, labelling and packaging of substances and mixtures as it forms part of retained EU law in Great Britain, and as amended by the **Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2019**, the **Chemicals (Health and Safety) and Genetically Modified Organisms (Contained Use) (Amendment etc.) (EU Exit) Regulations 2020**, and any subsequent amendments, replacements or consolidations applicable in **England, Scotland and Wales**, as administered by the **Health and Safety Executive (HSE)**.

**Contract or Agreement** means the Buyer's purchase order, or the agreement signed between the Buyer and Supplier, all listed documents mentioned therein and the Conditions.

**Delivery** means the delivery of the Goods or Works in accordance with clause 3.

**DDP** means Duty Delivered Paid

**EHS** means environment, health and safety.

**Goods** mean the goods, material and/or equipment to be supplied by Supplier in accordance with the Contract.

**Good Industry Practice** means the degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a highly skilled and experienced person performing responsibilities of the same (or materially similar) nature to the obligations of the Supplier in compliance with all applicable laws and regulations and the Contract.

**REACH** means: the **UK chemicals regulatory regime concerning the Registration, Evaluation, Authorisation and Restriction of Chemicals**, being Regulation (EC) No 1907/2006 as it forms part of retained EU law in Great Britain, as amended by the **European Union (Withdrawal) Act 2018** and the **REACH etc. (Amendment etc.) (EU Exit) Regulations 2020 (SI 2020/1577)**, together with any subsequent amendments, replacements or consolidations applicable in **England, Scotland and Wales**, as administered by the **Health and Safety Executive (HSE)**.

**Site** means the premises stipulated by the Buyer at which Delivery is to take place, including any land and other places provided by the Buyer for the purposes of the Contract on, under, in, or through which the Works are to be executed pursuant to the Contract.

**Specifications** means the technical specifications of a Good as set out in the Contract or, if no such specifications are laid down in the Contract, the specifications described in the Supplier's product data sheet or as otherwise stipulated by the Buyer from time to time.

**Supplier or Seller** means the party who supplies or sells Goods and/or executes the Works as identified in the applicable purchase order or other documents which form part of the Contract.

**Works** means services and/or erection, installation or other works as well as the supply of materials, equipment, documents in connection with such services and works, identified in the applicable purchase order and to be provided by the Supplier in accordance with the Contract.

**1. Scope and Acceptance** These terms apply to all purchase orders issued by Buyer for Works or Goods up to a maximum value of £50,000 per order. By accepting the purchase order [and its attachments] or starting work, the Supplier agrees to these terms. Any terms and conditions proposed by the Supplier shall not apply, unless expressly agreed in writing by Buyer.

## **2. Compliance and Standards**

The Supplier must:

- comply with all applicable England and Wales laws and regulations.
- follow all Buyersite rules, EHS requirements, and safety instructions.
- ensure that any chemicals used comply with applicable England and Wales laws and regulations, including but not limited to EHS, UK REACH and CLP regulations.
- ensure personnel are competent, trained, and authorised to perform the work.
- None compliance to this above is considered a material breach.

## **3. Delivery and Performance**

- Goods and Works must be delivered on the date, time, and location stated in the purchase order and comply with agreed specifications.
- Delivery of Goods shall be DDP [ICC Incoterms 2020] at the agreed location and time.
- Delivery of Works and other services as identified in the applicable purchase order takes place upon acceptance of the executed activities. The Supplier shall not in any way vary any of the Works, except as directed or as approved of in writing by the Buyer. In case Works do not conform with the purchase order/contract Supplier shall promptly rectify such non-conformances.
- Partial deliveries require prior written approval.
- All Goods delivered must be new, free from defects, and suitable for their intended purpose and compliant with the agreed specifications.
- All Works must be performed with skill and diligence, due care, and in line with good industry practice.

- Supplier shall remove all rubbish progressively as the Works proceed unless otherwise instructed by the Buyer, leaving the subject location in a clean condition.

#### **4. Pricing and Invoicing**

- Prices stated in the purchase order [unless otherwise agreed] are fixed [excl. VAT] and include all costs (materials, labour, transport, packaging, insurance, duties, etc.).
- Invoices must reference the purchase order number and be submitted after the Buyer accepted delivery of Goods or completion of Works.
- No claims for extra payment shall be considered unless submitted as part of the final invoice and within one month of accepted Goods and Works.
- Payment will be made within 45 days of receiving a valid invoice.

#### **5. Warranty** The Supplier warrants that:

- Goods will be free from defects for at least 12 months after delivery.
- Works will be performed correctly and to the agreed standard.
- any defects will be corrected or replaced promptly at no cost to the Buyer.
- no assignment, transfer, delegation or subcontracting for whole or part of the Works will occur without the prior written approval [and adjustment of terms] of Buyer.

#### **6. Liability and Insurance**

- The Supplier is responsible for any damage [excluding indirect - and consequential losses], loss, or injury caused by its goods, services, or personnel.
- The Supplier must hold appropriate insurance to cover its liabilities for the work performed, up to the value of the purchase order.
- Buyer is not liable for indirect or consequential losses.

**7. Force Majeure** If either party is unable to meet its obligations because of an event outside its reasonable control (a "Force Majeure Event"), it must inform the other party as soon as possible in writing after becoming aware of it. The written notice should explain 1. what has happened, 2. which obligations are affected, 3. why the event prevents or delays performance, 4. how long the issue is expected to last, and 5. what steps are being taken to reduce the impact.

A Force Majeure Event includes but is not limited to events such as severe weather, fire, flood, explosion, pandemic, war, terrorism, civil unrest, major labour disputes, or government restrictions, provided they are genuinely beyond the affected party's control. If a Force Majeure Event prevents or delays performance, the affected party will not be held responsible for the delay or failure to perform for as long as the event continues. A party cannot claim Force Majeure simply because performing the contract has become more expensive or commercially difficult. nor shall Supplier's subcontractor issues or supply chain disruption relieve the Supplier of its obligations under this Contract. The Supplier is not is entitled to claim compensation, losses, or additional costs from the other because of a Force Majeure Event. If the Force Majeure Event continues for more than 30 days, the Buyer may end the affected part

of the contract by giving written notice. Each party remains responsible for obligations properly performed before the event occurred.

**8. Chemicals and Hazardous Materials** If chemicals are used or supplied, the Supplier warrants:

- all substances must comply with UK REACH and CLP
- Safety Data Sheets being provided before use or delivery
- full responsibility for the safe handling, storage, use and disposal of any chemicals or hazardous materials used in the performance of the Works will be with the Supplier.

**9. Confidentiality** All information, documents, and data provided by the Buyer must be kept confidential and used only for fulfilling the order.

**10. Data Protection** If personal data is processed, both parties must comply with UK GDPR and all applicable data protection laws.

**11. Termination** The Buyer may cancel the order with immediate effect if the Supplier:

- fails to meet its obligations under the Contract.
- becomes insolvent.
- breaches safety or compliance requirements.

The Supplier will only be paid for work properly completed up to the date of termination.

**12. Order of Precedence** In the event of any conflict, the following order of precedence shall apply 1. The Purchase Order or signed Agreement, 2. These Terms, 3. The General Purchase Conditions of Buyer (Version April 2026)

**13. Governing Law** These terms and any purchase order issued under them are governed by the laws of England and Wales. Any disputes will be handled by the courts of England and Wales.

**14. Notices** All notices shall be sent in writing to the purchasing contact on the purchase order and your direct contact related to the Goods or Works at the Buyer.