

Purchase Order Terms & Conditions

1. Acceptance of Order

- This Purchase Order ("PO") is considered accepted when the supplier commences work or delivers goods or services specified in this PO. By accepting this PO, the supplier agrees to all terms and conditions stated here.

2. Pricing and Payment Terms

- Prices indicated in this PO are fixed and not subject to increase without prior written consent.
- Invoices must reference this PO number and itemized details for processing.
- Payment terms are net 30 days from the date of receipt of goods or services and the invoice unless otherwise agreed.

3. Delivery Terms and Inspection

- Delivery dates and quantities are firm. Late deliveries may result in penalties or cancellation of this PO.
- **Any person(s) delivering to a Sortera Ltd location must adhere to the strict PPE and safety measures set out at the site**
- All goods/services are subject to inspection and approval. If rejected, the supplier shall bear all expenses for the return and replacement.

4. Warranties

- Supplier warrants that goods and/or services supplied are free from defects, meet specifications, and comply with applicable laws and regulations.
- Warranties are valid for twelve months from acceptance by the purchaser.

5. Changes and Amendments

- The purchaser reserves the right to make changes to specifications, quantities, and delivery schedules. Any price adjustments due to such changes require prior written approval.

6. Confidentiality

- Supplier shall keep all information regarding this PO confidential and shall not disclose it to third parties without prior written consent.

7. Indemnification

- Supplier agrees to indemnify, defend, and hold harmless the purchaser from any claims, damages, losses, or expenses arising from supplier's performance, including any violation of third-party rights.

8. Termination

- The purchaser reserves the right to terminate this PO for convenience, with five days written notice, or for cause in the event of supplier default. Upon termination, the supplier will cease all work and return any advance payments as applicable.

9. Force Majeure

- Neither party shall be liable for delays or non-performance due to causes beyond their control, such as natural disasters, war, strikes, or other unforeseen events ("Force Majeure"). Prompt notice must be given to the affected party.

10. Compliance with Laws

- Supplier warrants compliance with all applicable laws, regulations, and industry standards, including but not limited to labour, safety, environmental, and import/export controls.

11. Intellectual Property

- Any intellectual property, such as patents, trademarks, or copyrights, created during the execution of this PO will be owned by Sortera Limited.

12. Governing Law and Jurisdiction

- This PO is governed by the laws of the United Kingdom. Any disputes shall be resolved in the courts of the United Kingdom.

13. Entire Agreement

- This PO constitutes the entire agreement between the parties, and no other terms and conditions will apply unless specifically agreed to in writing by both parties.