DOORSET Technologies

TERMS AND CONDITIONS OF PURCHASE

Effective Date: 20th November 2026

Terms and Conditions of Purchase

These Conditions apply to every Order placed by Doorset Technologies Ltd with a Supplier.

1 DEFINITIONS

In these Conditions of Purchase the following expressions shall have the following meanings:

i) The "Contract" means the agreement made between the Company and the Supplier for the sale and purchase of the Goods in accordance with the Terms of the Contract;

ii) The "Company" means Doorset Technologies Ltd and any trading styles under which the Company trades, a company incorporated in England and Wales, Number 17490651, registered at The Precinct, Millbank House, 1 Finsbury Square, London EC2A 1AE;

iii) The "Supplier" means the person, firm or company which by the Contract sells or agrees to sell the Goods;

iv) The "Employer" means the person or company with whom the Company has contracted to carry out the Works;

v) The "Goods" means the materials articles services and things or any part thereof to be provided by the Supplier as specified in the Order;

vi) The "Order" means the Company's official order giving full particulars of the Goods to be supplied and delivered;

vii) The "Main Contract" shall mean the Company's contract with the Employer under the Terms of which the Company is carrying out the works;

viii) The "Works" means the works to be undertaken by the Company in accordance with the Main Contract.

> **The terms of this Contract shall have precedence over any other terms and conditions appearing on any acceptance form, delivery form or other documents provided by the Supplier and such terms shall be of no effect whatsoever.**

2 DELIVERY

i) Time of delivery of the Goods and date of completion of provision of Services are of the essence of this Contract.

ii) The Goods are to be supplied in accordance with the Order to the Site specified during normal working hours. All deliveries are to be accompanied by an advice note.

iii) The only person authorised to receive the Goods is the Site Agent or the Company's duly authorised representative, whose reasonable instructions regarding point of unloading must be complied with.

iv) The failure by the Supplier to produce a signed authorised delivery note shall be conclusive evidence that the Goods have not been delivered. The signing of a delivery note by the Company's duly authorised representative shall be proof of delivery of the relevant Goods only.

3 VARIATIONS

There can be no variation of the Contract otherwise than by written instruction from the Company.

4 TITLE

i) The Supplier warrants that the Goods do not infringe any letters patents licences or registered design or any other intellectual property right of a third party and agrees to indemnify the Company against all expenses, costs, claims, loss or damage howsoever suffered or incurred as a result of any such infringement or alleged infringement.

ii) Title in the Goods shall pass to the Company immediately upon delivery unless the Order specifies that title shall pass at some earlier point.

iii) Risk of loss or damage to the Goods shall pass to the Company upon completion of delivery and of unloading in accordance with the requirements (if any) of the Order and the due signing of a delivery note but:

(a) notwithstanding the foregoing, Goods delivered or subsequently found to be in a damaged condition shall be replaced immediately upon request with Goods complying with the Order without extra charge;

(b) the Supplier shall compensate the Company for any loss or damage suffered or incurred by the Company by reason of the Goods being defective damaged or otherwise not in accordance with the Contract;

(c) the Company may notwithstanding acceptance require (at its sole discretion) the Supplier to make good by replacement or otherwise any defects in the Goods;

(d) the Company may notwithstanding (at its sole discretion) rectify any defects itself and charge all costs associated with these works to the Supplier.

5 QUALITY OF GOODS

All Goods under the Contract shall be of the description and quality set out in the Order. The Goods shall be of the best quality, comply with the appropriate British or European Standard and any relevant Codes of Practice, be free from any defect and be to the satisfaction of the Company. The Goods shall be of merchantable quality and fit for the purpose or

purposes for which they are intended. In respect of the Services the Supplier shall exercise the skill and care to be expected of a competent Supplier in the provision thereof.

6 INSPECTION AND TESTING

At the request of the Company the Supplier shall carry out such tests and operate quality control procedures to ensure that the Goods are in accordance with the standards referred to in Clause 5 above.

7 PRICING & TERMS OF PAYMENT

The Company shall pay the price set out in the Order subject to any discount or retention stated therein. The price is inclusive of all delivery charges. All invoices and monthly statements of account are to be sent to the Company, quoting the Order Number applicable to each item thereon. Payment will be made by the end of the calendar month following the calendar month in which the invoice was received. The Company may withhold or exercise a right of set-off against any sums due under this Contract or the Order or any sum due under any other agreement by the Supplier to the Company. Any proposed increase in price shall be given by the Supplier by registered post or recorded delivery to the Company for consideration.

8 DEFAULT

If the Supplier becomes bankrupt or passes a resolution for voluntary winding up or has a winding up petition presented or a winding up order made against it or makes any arrangement or composition with its creditors or has a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an Administrator or Receiver (of any kind) or provisional Liquidator appointed in respect of the whole or of any part of its assets or undertaking or is subject to the process of execution or having possession taken by or on behalf of the persons entitled or any property comprised in or subject to a floating charge or if the Supplier fails to comply with any of the Terms of the Contract the Company without prejudice to any other of its rights or remedies may take one or more of the following actions:

(a) return the Goods at the Supplier's expense;

(b) by notice in writing and so as to incur no further obligation as to payment to the Supplier cancel the Order;

(c) deduct any costs associated with the rectification of any shortcoming, defect or insufficiency in any product or service supplied to the Company from any amounts the Company considers due to any appointed Administrator or Receiver;

(d) deduct any costs associated with any delay or loss incurred directly or indirectly by the Company as a result of any such action as described in this Clause from any monies owed by the Company to the Supplier.

9 RIGHT OF CANCELLATION

The Company may upon notice to the Supplier cancel the whole or any part of the Contract. The Supplier shall then submit to the Company evidence and details of the costs incurred to that date in production of the Goods for agreement with the Company. Where the Company has to cancel an order due to non-performance or late delivery the Company may at its sole discretion arrange for the fulfilment of any incomplete element of the Contract and may hold the Supplier entirely liable for any costs incurred including acceleration costs resulting from the non-performance or late delivery.

10 INDEMNITY

The Supplier shall indemnify and save harmless the Company from and against:

(a) any and all claims losses expenses costs damages or liabilities arising out of or related to the injury to or death of any person and damage to or loss of any property resulting from any and all acts or omissions of the Supplier, its servants, agents or independent contractors which occur or may be alleged to have occurred in connection with the supply and delivery of the Goods by the Supplier under the Contract;

(b) any and all claims losses expenses costs damages or liabilities arising out of or caused by any breach non-observance or non-performance by the Supplier its servants agents or independent contractors;

(c) any act error or omission of the Supplier its servants agents or independent contractors which involved the Company in any loss damage expense or liability either under the provisions of the Main Contract or otherwise.

11 ASSIGNMENT

The Supplier shall not sublet or assign all or any part of the Order nor factor payment of monies due without the prior written consent of the Company.

12 THIRD PARTY WARRANTY

The Supplier shall if so required by the Company enter into a warranty with any third party warranting that the standard of the Goods provided is in accordance with the Contract and the Order and that they are fit for the intended purpose.

13 HEALTH & SAFETY

It is the responsibility of the Supplier to comply with the relevant Health, Safety and Environmental legislation. The Supplier shall also provide to the Company timely and adequate information in relation to any Goods supplied which may be hazardous to use, handle or store.

14 JURISDICTION

The construction validity and performance of this Contract shall be governed in accordance with the Law of Scotland.

Accepting an order from Doorset Technologies Ltd implies acceptance of these Terms and Conditions. Reference to any order number supplied by Doorset Technologies Ltd is final acceptance of these Terms.