

1. In these conditions:

“Seller” or “Vendor” is the business partner providing the goods or services to IXYS UK WESTCODE (referred to as IXYS UK).

“The Order” shall mean the contract formed by the acceptance (whether expressed or implied) of the purchase order and these conditions.

“The goods” shall mean the product described on or by reference to the face of this purchase order and shall include services.

“Know how” shall mean any and all technical information data, formulae and knowledge relating to the products produced by the buyer but not limited to designs, drawings, specifications, technical records, material lists and processes.

2. IXYS UK will not be responsible for goods supplied or services rendered unless covered by our official Purchase Order, duly signed. We reserve the right to cancel orders not promptly acknowledged by the vendor. Acknowledgement of this order must be made by the Seller within 10 days from the date thereof at the price and delivery specified.
3. Acceptance of this Order constitutes an acceptance by the Sellers of all Terms and Conditions embodied in the order and to any subsequent amendments which might be mutually agreed in writing and will not be superseded by the Sellers conditions.
4. No variation of the Order including any increase in price shall be binding upon unless agreed by a order Amendment and signed by IXYS UK authorised representative. If an invoice details a price increase which has not yet been agreed payment will not be made by IXYS UK.
5. In the event of the Vendor's failure to deliver by the date(s) specified, IXYS UK reserve the right to cancel the Order fully, or in part and to purchase elsewhere charging the Vendor with any excess cost incurred and/or obtain recompense from the Vendor for any on costs incurred by IXYS UK as a direct result of the Vendor's failure to produce ordered goods or services on time. (NB The risk can often be offset by the Vendor holding sensible stocks at all times)
6. Goods shall be delivered at the Vendor's risk carriage paid (unless otherwise specified by IXYS UK) to the destination specified on the Order, clearly marked with the Vendor's Advice Note and IXYS UK's PO number. In the event that carriage is paid by IXYS UK, the carrier shall be determined by IXYS UK and the supplier must use that carrier.
7. Any goods delivered by the Vendor in excess of ordered quantities or in respect of which no order was made shall be collected by the Vendor. If not collected within 14 days of notice being given to the Vendor, IXYS UK may dispose of such Goods without being subject to any liability to make payment for such goods.
8. The property of any goods order shall remain with the Vendor until the goods are received at the destination specified or as defined in the agreed Incoterm (2010) stated on the order. In absence of any Incoterm on the order the default shall be considered to be DDP IXYS UK Westcode Chippenham, UK.
9. IXYS UK reserve the right to inspect and/or to test at Vendor's works any materials or services being supplied against our Purchase Order and to reject them if found unsatisfactory. Such inspection or test shall not imply formal acceptance nor prejudice our rights herein.
10. The vendor shall give full credit or, at our option, rectify or replace at vendors expense and without delay, any goods or services found not to comply with specifications cited, or implied in our Purchase Order or which become defective due to faulty materials or workmanship. The use or part use of any goods by IXYS UK does not relinquish the Vendor's responsibility for goods to be fit for purpose.
11. The vendor shall warrant that the sale or use of goods or materials that are the subject of the Purchase Order does not infringe any Patent and undertakes to indemnify IXYS UK against all judgements decrees, orders, damages, costs and expenses arising out of any such infringement or alleged infringement including all costs and expenses of an incidental nature to the defence of legal proceedings in connection therewith.
12. Where, under the terms of any warranty given by IXYS UK for its products, IXYS may require the vendor to replace free of charge any part or component supplied by the Vendor which is proved to our satisfaction to be defective in materials, workmanship or design and the Vendor supplied the Goods in that defective condition, IXYS UK shall be entitled under the terms of Warranty Policy to receive credit or compensation or free replacement or repair of such faulty parts from the Vendor (without prejudice to our rights or remedies) together with labour, handling and import charges and any other reasonable cost thereof. In the case of servicing returned material, the Vendor will collect the

material and respond within 28 days regarding acceptance of liability or debit action will be taken and the material in question scrapped.

13. Any drawings, materials or equipment supplied to the Vendor by IXYS UK in connection with a Purchase Order will remain IXYS UK property and shall not be used in production manufacture or design of any goods or materials other than those being the subject of our Purchase Order. In the event of any inconsistency on the Purchaser's drawings or if, in the opinion of the Vendor any detail should be modified the Vendor is to notify the Purchaser in writing with immediate effect.
14. Seller shall not (without prior written consent from buyer) use this contract or any part thereof or our name for advertising, publicity or business purposes and shall take all reasonable precautions to keep confidential all information received or acquired arising out of or in connection therein (including acquired know-how).
15. The Goods and the Works shall conform in every respect to the Order and to the specifications, drawings, samples or descriptions furnished or adopted by IXYS UK and be merchantable and fit for purpose and free from defect in material and workmanship.
16. The Vendor will establish such quality and specification control procedures including testing and inspection and such documentation and certification as may be necessary to comply with the order. The Vendor will give IXYS UK full details of such procedures and advance notice of any proposed changes in such procedures or in any manufacturing process.
17. As required by the Health and Safety at Work Act 1974, all goods to be supplied must be designed, tested and constructed as to be safe and without risk to health when used at work and all necessary information and instruction for the safe and proper use of the goods must be supplied to the purchaser prior to delivery of the goods. Any exception from the foregoing must be requested in writing and must be specifically agreed to by a statement on the Purchase Order or supplementary Purchase Order. In particular the Vendor must specify on their quotation, or soon as identified any operational or health risk which may arise during handling, storage, use or disposal after use, including known misuses of the goods.
18. Deliveries will only be accepted between the following times: 7.30 am to 4.00 pm. Monday to Friday.
19. Deliveries must be made in packaging and/or containers as specified or as otherwise agreed. Pans must be protected in transit from damage/corrosion. It is the Vendor's responsibility to collect their own returnable packaging.
20. Fittings packed in cardboard cartons must have a maximum weight of 15 kg. Pallets/stillages should have a maximum weight of 1 tonne.
21. All packages must be clearly marked externally with Order No, Part No and quantity.
22. Materials may not be processed for receipt until correct documentation has been received.
23. All dies, moulds, fixtures, patterns, plant or other tooling, which is supplied or paid for by the buyer or for which the buyer is liable to pay under terms of applicable Purchase Order shall be marked/identified with 'IXYS UK WESTCODE' as buyer's property.
24. The Vendor shall during the term of the Purchase Order at Vendor's expense maintain all tooling (whether Vendor's or Buyer's property) in first class condition and replace immediately and such items which become worn out, lost or destroyed. The Vendor shall adequately insure all such items against loss or destruction and shall produce on demand from the Buyer the policy of such insurance and the premium receipt. None of such items shall be removed from the Vendor's premises or disposed of by Vendor without the prior written approval from the Buyer.
25. The Buyer's property shall be returnable on demand and proven to be in full working order to enable fit for function product to be produced or gauged. Any failure to comply will be deemed the Vendor's liability and, consequently, dependent on IXYS UK wishes, suitable recompense either to be forwarded to IXYS UK or prompt corrective action to be taken by the Vendor (at the Vendor's expense).
26. The Vendor shall not, without prior written consent, sub-contract this order or any part thereof and where such consent is given, will obtain the agreement of the Vendor's sub-contractor to conform to conditions similar to terms and conditions of purchase specified herein.
27. There shall be no liability for failure to fulfil obligations under the Order if such failure is attributable to events of force majeure including but not limited to strikes, lock-outs, fire, flood, riots, explosion, war, exercise of emergency powers by government or other competent authority. Order of Court or Act of God or any other event beyond buyer or seller's reasonable control. The mere shortage of labour, materials, or utilities shall not constitute force majeure unless caused by circumstances which are themselves force majeure.
28. Suppliers whose employees undertake work at IXYS UK premises must maintain and demonstrate adequate insurance cover for their employees and for the results of any actions of their employees.
29. In the event of a situation that neither the Vendor nor IXYS UK except responsibility for a defect or failure, IXYS UK reserves the right to appoint a jointly approved arbitrator to appraise the facts and forward judgement.
30. The property Law of this contract shall be the Law of England and Wales and this contract shall be governed in accordance therewith and the parties hereby submit to the jurisdiction of the English Courts.