

BPAV Technology Group Ltd – Purchase Order Terms & Conditions

Last updated: October 2025

These Purchase Order Terms and Conditions (“Terms”) apply to all goods and services ordered by BPAV Technology Group Ltd and its subsidiaries, including ControlLabs and any company within the BPAV Technology Group (“BPAV”, “we”, “us”, or “our”).

By accepting a BPAV Purchase Order (“PO”), the supplier, contractor, or vendor (“Supplier”, “you”, or “your”) agrees to these Terms. No additional or conflicting terms proposed by the Supplier shall apply unless expressly agreed in writing by BPAV.

1. Acceptance of Order

By accepting or acting upon this Purchase Order, you agree to these Terms. Any variation or additional terms shall be valid only if expressly agreed in writing by an authorised BPAV representative.

Issuance of a quotation or invoice referencing this PO constitutes full acceptance of these Terms.

2. Entire Agreement

This PO, together with these Terms and any written correspondence between the parties, forms the entire agreement between BPAV and the Supplier. No verbal or informal agreements shall be binding.

3. Quality and Standards

All goods and services must:

- Meet the specifications, drawings, standards, and descriptions provided by BPAV.
- Comply with all applicable laws, regulations, and industry standards.
- Be fit for their intended purpose and of satisfactory quality.

BPAV reserves the right to inspect and test all goods and services at any reasonable time before or after delivery.

If goods or services are found non-compliant, defective, or otherwise unsuitable, BPAV may reject them and require repair, replacement, or re-performance at no additional cost.

4. Correction of Work

You must promptly correct any faults, defects, or deficiencies in your goods or services upon BPAV's request and at your expense.

If you fail to correct such issues in a reasonable timeframe, BPAV may rectify them itself or engage a third party to do so, and you shall bear all associated costs.

5. Delivery and Timeliness

Time is of the essence in fulfilling this Purchase Order.

You must deliver goods or complete services by the delivery date or schedule specified in the PO.

Late delivery or non-performance may result in cancellation, rejection, or the application of agreed penalties.

If delay becomes unavoidable, you must notify BPAV immediately in writing with the reason and new estimated delivery date.

6. Title and Risk

Ownership (title) in goods shall pass to BPAV only upon delivery, inspection, and formal acceptance of the goods.

Risk in goods shall remain with the Supplier until delivery is completed and BPAV accepts them in writing.

If BPAV rejects goods, ownership reverts to the Supplier at the time of rejection.

7. Pricing and Charges

Unless otherwise stated in the PO, prices are firm, fixed, and inclusive of all costs, including taxes, duties, delivery, packaging, and insurance.

No additional charges shall be accepted without prior written agreement from BPAV.

8. Invoicing and Payment

Invoices must be sent to accounts@bpav.global and clearly reference:

- The correct PO number
- Description of goods or services
- Quantities and pricing matching the PO
- Invoices not meeting these requirements may be returned or delayed.

Payment terms: 30 days from receipt of a valid, undisputed invoice.

Payments will be made in GBP (£) unless otherwise agreed.

BPAV reserves the right to withhold payment for goods or services that do not meet the PO requirements or are subject to dispute.

BPAV may also set off amounts owed to the Supplier against any sums due from the Supplier to BPAV.

9. Warranties

The Supplier warrants that:

- All goods and services will be free from defects in design, materials, and workmanship.
- Goods will remain free from defects for 12 months after acceptance.
- Services will be performed with reasonable skill and care.

If BPAV identifies defects within the warranty period, the Supplier must, at BPAV's option, repair, replace, or re-perform the work at no cost.

10. Liability and Indemnity

The Supplier shall be fully responsible for any loss, damage, injury, or expense arising from its goods or services or from its breach of these Terms.

The Supplier agrees to indemnify and hold harmless BPAV, its officers, and employees from any claims, damages, or costs (including legal fees) arising from:

- Defective goods or negligent services
- Breach of warranties or statutory obligations
- Intellectual property infringement
- Injury or damage to persons or property

BPAV's liability under this PO shall in no case exceed the value of the specific PO.

11. Insurance

The Supplier must maintain adequate insurance coverage, including:

- Public Liability – at least £1,000,000 per occurrence
- Employer's Liability – as required by law
- Professional Indemnity (if services are provided) – at least £1,000,000 per claim

BPAV may request evidence of such insurance at any time.

12. Confidentiality

All information, data, or materials shared by BPAV must be kept confidential and used only for fulfilling the PO.

You may not disclose BPAV's confidential information to any third party without written consent.

This obligation continues after the completion or termination of the PO.

13. Intellectual Property

Unless otherwise agreed in writing:

- Any intellectual property created specifically for BPAV under this PO shall belong to BPAV.
- The Supplier grants BPAV a perpetual, royalty-free licence to use, copy, or modify any materials necessary for using or maintaining the goods or services supplied.
- The Supplier warrants that all goods and services do not infringe the IP rights of any third party.

14. Subcontracting

The Supplier shall not subcontract, assign, or transfer any part of the PO without BPAV's prior written consent.

Where approved, the Supplier remains fully responsible for the acts and omissions of its subcontractors.

15. Compliance and Ethics

The Supplier must comply with all applicable laws and standards, including:

- Health and Safety legislation
- Environmental regulations
- Anti-bribery and corruption laws (Bribery Act 2010)
- Modern Slavery Act 2015
- Data protection laws (UK GDPR and Data Protection Act 2018)

BPAV may terminate the PO immediately if the Supplier is found in breach of these requirements.

16. Force Majeure

Neither party shall be liable for delay or failure due to circumstances beyond reasonable control, including natural disasters, war, strikes, pandemics, or government restrictions.

The affected party must notify the other party promptly and take reasonable steps to mitigate the impact.

If the delay lasts more than 30 days, BPAV may cancel the PO without liability.

17. Termination or Cancellation

BPAV may cancel or amend this PO at any time before completion by written notice. If cancelled, BPAV will pay only for goods or services satisfactorily delivered and accepted up to the cancellation date.

Either party may terminate this PO for material breach if the breach is not remedied within 10 business days after written notice.

18. Health, Safety, and Environment

When operating on BPAV premises or client sites, the Supplier must:

- Comply with all site rules, health and safety policies, and environmental standards.
- Ensure that all personnel are properly trained, insured, and equipped.

BPAV may remove any Supplier personnel from site who breach these requirements.

19. Export Control and Sanctions

The Supplier must ensure that no goods or services supplied under this PO breach UK export control laws or international trade sanctions.

If such a breach occurs, BPAV may terminate the PO immediately and report the matter to the relevant authorities.

20. Assignment and Insolvency

The Supplier may not assign this PO without BPAV's written consent.

If the Supplier becomes insolvent, enters administration, or ceases trading, BPAV may cancel the PO immediately without liability.

21. Dispute Resolution

The parties will first attempt to resolve disputes amicably.

If unresolved, the matter may proceed to mediation, and if that fails, to the courts of England and Wales.

22. Governing Law

This PO and all related matters are governed by and construed in accordance with the laws of England and Wales.

The courts of England and Wales shall have exclusive jurisdiction.

BPAV Technology Group Ltd

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