SYMPHONY ENVIRONMENTAL LTD
CONDITIONS OF PURCHASE

October 2026

These Conditions are incorporated into all purchase orders issued by Symphony Environmental Limited or any other Symphony Group company.

1. INTERPRETATION

1.1 In these Conditions:

Applicable Law means all laws, regulations, regulatory requirements, codes and binding standards applicable to the Contract, the Goods, the Services, their manufacture, supply, import, export, transport, storage, marketing, use or disposal.

Buyer means Symphony Environmental Limited, or any other Symphony Group Company identified as buyer in the Order.

Buyer Materials means all tools, moulds, dies, equipment, packaging, artwork, drawings, formulations, specifications, samples, data, software, documents and other property supplied, paid for or made available by or on behalf of the Buyer.

Business Day means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for in-person business.

Conditions means these Conditions of Purchase, as identified by their version date.

Contract means the contract between the Buyer and the Seller comprising the Order, these Conditions, the Specification and every document expressly incorporated by the Order.

Deliverables means the Goods, the Services and all documents, data and other items to be supplied under the Contract.

Delivery Location means the place stated in the Order.

Goods means the goods, materials, chemicals, additives, masterbatches, products, components, equipment, packaging or other items specified in the Order.

Group Company means in relation to a company, any holding company, subsidiary or fellow subsidiary from time to time, as those expressions are defined in section 1159 of the English Companies Act 2006.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright, database rights, trademarks, service marks, trade names, domain names, design rights, rights in get-up, goodwill, confidential information, trade secrets, know-how and all analogous rights, whether registered or unregistered, anywhere in the world.

Order means the Buyer's written purchase order.

Seller means the person, firm or company identified as supplier in the Order.

Services means the services specified in the Order, including any design, development, testing, analysis, consultancy, installation or support services.

Specification means every specification, drawing, approved sample, formulation, performance requirement, test method, quality standard, sustainability requirement or other requirement stated in or referred to in the Order.

VAT means value added tax or any equivalent sales tax.

1.2 References to writing include email, but not text messages or messaging applications. References to legislation include amendments and subordinate legislation. "Including" does not limit the words preceding it.

1.3 If there is an inconsistency, the following order of precedence applies: (a) the Order; (b) the Specification; (c) any expressly incorporated quality or technical agreement; (d) these Conditions. A Seller term shall not prevail unless the Order expressly identifies that term and states that it overrides these Conditions.

2. BASIS OF CONTRACT

2.1 These Conditions apply to every Order and exclude any terms proposed by the Seller, whether contained in a quotation, acknowledgement, invoice, delivery note, website or otherwise.

2.2 An Order is an offer by the Buyer. The Seller accepts the Order when it:

(a) expressly accepts the Order;

(b) commences manufacture, supply or performance; or

(c) does any act consistent with fulfilling the Order.

2.3 The Seller shall promptly notify the Buyer of any ambiguity, inconsistency, error or omission in the Order or Specification before commencing the relevant work. The Seller shall not rely on any oral instruction unless confirmed in writing by the Buyer.

2.4 No variation is effective unless agreed in writing by a Director of the Buyer. No employee is authorised to accept the Seller's terms unless such acceptance is signed by a Director of the Buyer.

2.5 Each Order is for a separate Contract. No minimum volume, exclusivity, or continuing purchase commitment arises unless confirmed in writing.

3. SELLER OBLIGATIONS AND WARRANTIES

3.1 The Seller warrants and undertakes that the **Goods** shall:

(a) conform in every respect with the Contract, Specification, approved sample and description;

(b) be new, merchantable, of satisfactory quality and free from defects in design, materials, manufacture and title;

(c) be fit for every purpose expressly or implicitly made known to the Seller, and for any purpose for which goods of that kind are commonly supplied;

(d) be manufactured, tested, packed, labelled, stored and supplied with all due skill, care and diligence and in accordance with good industry practice;

(e) comply with Applicable Law and all standards identified in the Contract;

(f) be accompanied by all documents and information needed for safe, lawful and effective use; and

(g) not contain counterfeit, substituted, adulterated, contaminated or unauthorised material.

3.2 The Seller warrants and undertakes that the **Services** shall be performed:

(a) with the highest reasonable degree of skill, care, diligence and foresight expected of an experienced supplier of comparable services;

(b) by sufficient, suitably qualified, trained and supervised personnel;

(c) in accordance with the Contract, Applicable Law and good industry practice; and

(d) so as to meet all dates, milestones and performance criteria in the Order.

3.3 The Seller warrants that it has, and shall maintain, all licences, authorisations, facilities, personnel and resources required to perform the Contract.

3.4 Unless the Order states a longer period, the warranties in this clause continue for 24 months after acceptance or, for latent defects, 24 months after discovery. Repaired or replacement Goods carry a new 24-month warranty from acceptance of the repair or replacement.

3.5 The warranties and remedies in the Contract are cumulative and additional to all rights implied by law.

4. REGULATORY, QUALITY AND SUSTAINABILITY COMPLIANCE

4.1 The Seller shall comply with all Applicable Law, including requirements concerning product safety, chemicals, packaging, waste, environmental protection, labour, modern slavery, anti-bribery, competition, data protection, export controls and sanctions.

4.2 For chemicals, additives, masterbatches, packaging and finished products, the Seller shall supply before delivery, and update promptly when necessary:

(a) a current safety data sheet in English and in the language and format required at the Delivery Location;

(b) a certificate of analysis or conformity for each batch, where applicable;

(c) full batch, lot and raw-material traceability records;

(d) all declarations, registrations, notifications and compliance evidence reasonably required by the Buyer;

(e) details of any substances of concern, restricted substances, allergens, contaminants and intentionally-added substances;

(f) information reasonably required to substantiate recycled content, bio-based content, biodegradability, compostability, recyclability, carbon or other environmental claims; and

(g) accurate country-of-origin, tariff classification and export-control information.

4.3 The Seller shall not make any regulatory, environmental, performance or sustainability claim concerning the Buyer, the Deliverables or any product incorporating the Goods without the Buyer's prior written approval.

4.4 The Seller shall notify the Buyer immediately of any actual or suspected breach, contamination, mislabelling, regulatory investigation, safety issue, adverse test result or other matter that may affect the Deliverables, the Buyer or the Buyer's customers.

4.5 At the Buyer's request, the Seller shall complete the supplier declaration in Schedule 1 and provide supporting evidence. Inaccurate or misleading information is a material breach.

5. DELIVERY, PACKING, RISK AND TITLE

5.1 Time is of the essence for delivery and performance. The Seller shall immediately notify the Buyer of any actual or anticipated delay, giving reasons, expected duration and mitigation measures. Notice does not excuse delay.

5.2 The Seller shall deliver the exact quantity to the Delivery Location on the date and during the hours stated in the Order. No early, excess, short, partial or instalment delivery is permitted without prior written consent.

5.3 Unless the Order states otherwise: (a) delivery of Goods shall be DDP Delivery Location, Incoterms 2020 (b) the Seller is responsible for packing, carriage, insurance, export and import formalities, duties and all delivery costs (c) the intended importer of record is Symphony Environmental Ltd. (d) the Seller shall be responsible for any losses, penalties or additional duties or costs caused by inaccurate or incomplete information supplied by the Seller.

5.4 The Seller shall pack and label the Goods to protect them against damage, contamination, deterioration and loss, and in compliance with Applicable Law and the Buyer's instructions. The Seller shall minimise unnecessary packaging and use recyclable packaging where reasonably practicable.

5.5 Each delivery shall include a delivery note stating the Order number, item description, quantity, batch or lot number, manufacturing and expiry dates where applicable, country of origin and all certificates required by the Contract.

5.6 Risk passes only on acceptance by the Buyer. Without prejudice to the Buyer's right to reject, title passes to the Buyer free from all liens and encumbrances on the earlier of payment or physical delivery,

5.7 If the Seller fails to deliver on time, the Buyer may, without prejudice to its other rights, cancel all or part of the Order, obtain substitutes, and recover all additional costs and losses from the Seller.

6. INSPECTION, TESTING, ACCEPTANCE AND REJECTION

6.1 The Buyer and its representatives may inspect and test the Deliverables and relevant manufacturing, storage and quality-control arrangements at any reasonable time. The Seller shall provide access, assistance, samples and records at no additional charge.

6.2 Inspection, testing, payment, use, resale or failure to inspect does not constitute acceptance and does not waive any right, particularly in relation to latent defects.

6.3 Acceptance occurs only when the Buyer confirms acceptance in writing. Latent defects remain actionable after acceptance.

6.4 If any Deliverable does not comply with the Contract, the Buyer may choose one or more of the following remedies:

- **(a)** reject it and obtain a full refund;
- **(b)** require prompt repair, correction or replacement;
- **(c)** accept it subject to an equitable price reduction;
- **(d)** obtain substitutes or corrective services from a third party and recover the cost;
- **(e)** require the Seller to collect rejected Goods; and if not collected within 28 days, dispose of the goods at the expense of the Seller;
- **(f)** recover all resulting costs, losses and expenses.

6.5 The Seller shall bear all costs of investigation, testing, sorting, storage, collection, disposal, repair, replacement, re-performance and redelivery arising from non-compliance.

7. PRICE, INVOICING AND PAYMENT

7.1 The price stated in the Order is fixed and includes all costs of compliance, packaging, carriage, insurance, duties, taxes other than VAT, and delivery unless the Order expressly provides otherwise.

7.2 The Seller shall not increase the price or impose any surcharge without the Buyer's prior written agreement.

7.3 The Seller shall submit a valid VAT invoice after delivery or completion, quoting the Order number, line item, delivery note, quantity, price, VAT and such supporting information as the Buyer reasonably requires.

7.4 Unless the Order states otherwise, the Buyer shall pay undisputed sums within 60 days from the end of the month in which both a valid invoice is received and the relevant Deliverables and documentation are accepted, whichever is later.

7.5 The Buyer may withhold disputed sums without affecting its obligation to pay undisputed sums. The Buyer may set off any amount due from the Seller or any Seller Group Company against any amount owed by the Buyer or any Buyer Group Company to the Seller.

7.6 Payment does not constitute acceptance and is without prejudice to any claim or remedy.

7.7 Any loss caused by unauthorised alteration of the Seller's bank details shall be borne by the Seller. The Seller shall notify Symphony immediately of suspected invoice manipulation, compromised email accounts, business-email compromise or unauthorised changes to banking instructions, and to cooperate fully with Symphony, its banks and the relevant authorities.

8. BUYER MATERIALS

8.1 Buyer Materials remain the Buyer's exclusive property. The Seller shall hold them as bailee, clearly identify them, keep them safe and insured at replacement value, maintain them in good condition and use them only for the Contract.

8.2 Ownership of any tooling, moulds, dies, artwork, packaging designs or equipment paid for by the Buyer vests in the Buyer on creation or acquisition by the Seller. The Seller shall not copy, dispose of, move, damage, modify, encumber or use them for the benefit of any person except the Buyer.

8.3 The Seller shall maintain an up-to-date inventory of Buyer Materials and return them immediately on request, in good condition, fair wear and tear excepted. The Seller has no lien over Buyer Materials.

9. CHANGES, BUSINESS CONTINUITY AND SUPPLY SECURITY

9.1 The Seller shall not, without the Buyer's prior written consent, change any raw material, source, sub-supplier, formulation, manufacturing process, test method, specification, packaging, manufacturing location, quality system or regulatory status affecting the Deliverables.

9.2 The Seller shall promptly notify the Buyer of any event likely to interrupt supply and shall give the Buyer reasonable priority in allocation of constrained supply.

9.3 The Seller shall maintain appropriate business-continuity and disaster-recovery arrangements. The Seller shall give at least 12 months' written notice of any proposed discontinuation of business. The Buyer shall be entitled to delivery of all finished goods and work in progress; safety stock and relevant raw materials; any Buyer-owned tooling and equipment; specifications, quality records and production history; technical records and information needed for regulatory continuity; and continued supply for a reasonable transition period where practicable. The Seller shall cooperate with an alternative manufacturer nominated by the Buyer.

9.4 In the case of a contract for services, the Seller shall provide applicable laboratory accreditation, and ensure that only named and appropriately qualified personnel are engaged upon the work. The Seller shall preserve test samples and data for at least six years and deliver them to the Buyer on request. Any deficient work shall be re-performed at no additional cost. The work may not be subcontracted without the Buyer's prior written approval, and the Seller will remain responsible for any approved subcontractors and for the accuracy and completeness of their work.

10. INTELLECTUAL PROPERTY

10.1 All Intellectual Property Rights in Buyer Materials remain vested in the Buyer. The Seller receives only a limited, non-transferable, revocable licence to use them solely to perform the Contract.

10.2 All Intellectual Property Rights created specifically for the Buyer under the Contract, including specifications, formulations, designs, reports, test data and deliverables, vest in the Buyer on creation. The Seller assigns such rights to the Buyer with full title guarantee and shall execute all documents necessary to perfect that ownership.

10.3 To the extent that pre-existing Seller Intellectual Property Rights are necessarily incorporated in a Deliverable, the Seller grants the Buyer and its Group Companies a perpetual, irrevocable, worldwide, royalty-free, transferable and sub-licensable licence to use, reproduce, modify, maintain, market, distribute and exploit them as part of or in connection with the Deliverable.

10.4 The Seller warrants that the Deliverables and their possession, use, manufacture, sale and supply do not infringe third-party Intellectual Property Rights.

10.5 The Seller shall indemnify the Buyer and its Group against all claims, losses, costs and expenses arising from any alleged or actual infringement. At the Buyer's option, the Seller shall obtain continued rights, modify or replace the affected item without reducing performance, or refund all sums paid and associated costs.

10.6 Without Symphony's prior written consent Symphony's confidential information and/or intellectual property shall not be uploaded to any third-party Artificial Intelligence system, nor used to train, develop, test or improve any such system. The Seller shall maintain appropriate internal controls concerning use of public AI services and impose equivalent obligations upon all subcontractors.

11. CONFIDENTIALITY AND PUBLICITY

11.1 The Seller shall keep confidential all non-public information concerning the Buyer Group, its customers, suppliers, products, formulations, technology, business and the Contract, use it only to perform the Contract, and disclose it only to personnel who need to know and are bound by equivalent obligations.

11.2 The obligations do not apply to information which the Seller proves is lawfully public, already lawfully known without restriction, independently developed, or required to be disclosed by law after giving the Buyer the maximum lawful prior notice.

11.3 The obligations continue for seven years after termination. Obligations concerning trade secrets, formulations and know-how continue for so long as the information remains confidential.

11.4 The Seller shall not use the Buyer's name, trademarks or logo, announce the relationship, issue publicity or identify the Buyer as a customer without prior written consent.

12. RECALLS, CORRECTIVE ACTION AND TRACEABILITY

12.1 The Seller shall maintain effective batch and supply-chain traceability and a documented recall and corrective-action procedure.

12.2 The Seller shall immediately notify the Buyer of any matter that may require investigation, correction, market withdrawal, customer notification, regulatory notification or recall. The Buyer shall control communications concerning Buyer-branded products, except where Applicable Law requires otherwise.

12.3 Where any action results wholly or partly from the Seller's act, omission or Deliverable, the Seller shall implement the action promptly at its cost and indemnify the Buyer and its Group Companies against all associated losses, including investigation, testing, transport, storage, destruction, replacement, customer claims, professional fees and reputational mitigation costs.

13. INDEMNITIES AND LIABILITY

13.1 The Seller shall indemnify the Buyer, its Group Companies and their officers, employees and customers against all losses, liabilities, damages, claims, penalties, costs and expenses arising from or connected with:

(a) breach of the Contract;

(b) defective, unsafe or non-compliant Deliverables;

(c) personal injury, death or property damage caused by the Seller or the Deliverables;

(d) infringement of Intellectual Property Rights;

(e) breach of Applicable Law;

(f) recall, withdrawal, correction or regulatory action; and

(g) any act or omission of the Seller, its personnel, agents or sub-contractors.

13.2 Nothing limits liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, breach of title, deliberate default, infringement, confidentiality breach, recall liability, indemnified liability, or any liability which cannot lawfully be limited.

13.3 No exclusion or limitation contained in any Seller document applies unless expressly identified and accepted in the Order by a Director of the Buyer.

14. INSURANCE

14.1 The Seller shall maintain with reputable insurers throughout the Contract period and for at least six years thereafter, employers' liability insurance, public and product liability insurance, and cyber-security insurance of not less than GBP 5,000,000 per occurrence, or such other amounts as the Order specifies.

14.2 The Seller shall provide certificates, policy summaries and evidence of premium payment on request. Insurance does not affect the Seller's liability.

15. AUDIT, RECORDS AND ACCESS

15.1 The Seller shall maintain complete, accurate and auditable records relating to the Contract, compliance, quality, testing, traceability, and sustainability claims for at least six years after delivery, or longer if required by Applicable Law or the Order.

15.2 On reasonable notice, and observing due confidentiality, the Buyer and its auditors may inspect relevant facilities, systems, and records. No notice is required where the Buyer reasonably suspects serious non-compliance, fraud, safety risk or regulatory breach.

15.3 The Seller shall promptly correct any deficiency identified by an audit and provide evidence thereof. Audit does not relieve the Seller of any obligation. The Buyer shall be entitled to recover any overpayment, together with reasonable audit costs where a material discrepancy is identified.

16. ETHICAL COMPLIANCE, SANCTIONS AND MODERN SLAVERY

16.1 The Seller shall comply with the UK Bribery Act 2010, the UK Modern Slavery Act 2015, applicable sanctions and export-control laws, and equivalent laws applicable to the Contract.

16.2 The Seller shall maintain proportionate policies, due diligence and training, shall not engage forced, bonded or child labour, and shall promptly notify the Buyer of any actual or suspected breach or investigation.

16.3 The Seller warrants that neither it nor, so far as it is aware after reasonable due diligence, any person involved in performance is a sanctioned person or controlled by a sanctioned person.

17. DATA PROTECTION AND INFORMATION SECURITY

17.1 Each party shall comply with applicable data protection law. If the Seller processes personal data on behalf of the Buyer, it shall do so only on documented instructions and the parties shall enter any data-processing terms required by law.

17.2 The Seller shall maintain appropriate technical and organisational security measures and notify the Buyer as soon as possible and in any event within 24 hours, of any actual or suspected security incident which could affect data, systems, or confidential information. The notification shall contain all information about the nature of the incident, the information and systems affected, the containment measures taken and the likely implications for the Buyer. The Seller shall provide continuing updates, preserve relevant evidence and cooperate fully with the Buyer's investigation, remediation, notification and recovery requirements.

17.3 The Seller shall not make any public statement naming the Buyer or notify the Buyer's customers, regulators or other third parties on the Buyer's behalf without prior written approval, except where the Seller is independently required to do so by law.

17.4 Obligations equivalent to 17.1 – 17.3 shall be imposed upon all approved subcontractors and other third parties with access to information relating to the Buyer.

18. TERMINATION AND SUSPENSION

18.1 The Buyer may terminate all or part of the Contract for convenience on 30 days' written notice. The Buyer shall pay only for conforming Deliverables completed and accepted before termination and reasonable, evidenced, unavoidable direct costs or costs expressly approved by the Buyer. The Seller is not entitled to loss of profit, loss of opportunity or anticipated overhead.

18.2 The Buyer may terminate immediately by written notice if the Seller:

- **(a)** commits a material breach or a breach incapable of remedy;
- **(b)** fails to remedy a remediable breach within 10 days after notice to do so;
- **(c)** repeatedly breaches the Contract;
- **(d)** becomes insolvent, ceases or threatens to cease business, or enters an analogous procedure;
- **(e)** suffers a change of control which the Buyer reasonably considers adverse;
- **(f)** breaches clauses 4, 10, 11, 16 or 17; or
- **(g)** acts in a way reasonably likely to damage the reputation of the Buyer and/or its Group Companies.

18.3 The Buyer may suspend performance or payment while investigating a suspected breach or safety, quality, regulatory or security concern.

18.4 On termination or expiry, the Seller shall cease work as directed, protect and deliver completed work and work in progress requested by the Buyer, return Buyer Materials and confidential information, assist an orderly transition, and refund any sums paid for undelivered or rejected items.

18.5 Clauses intended by their nature to survive shall continue, including clauses 4, 6, 8, 10 to 17, 18.4, 21 and 22.

19. FORCE MAJEURE

19.1 A party is not liable for delay caused solely by an event beyond its reasonable control which could not reasonably have been prevented or overcome, but shortage of labour, materials, funds or transport, price increases, supplier default, cyber incident caused by inadequate security, and industrial action limited to the Seller or its supply chain are not force majeure.

19.2 The affected party shall notify the other immediately, provide full details, mitigate the effect, activate continuity arrangements and resume performance promptly.

19.3 The Buyer may obtain alternative supplies during the event and may terminate the affected Order immediately if delay is likely to exceed 20 Business Days or materially affects the Buyer's operations or customers.

20. ASSIGNMENT AND SUBCONTRACTING

20.1 The Seller shall not assign, transfer, charge, subcontract or otherwise deal with any right or obligation without the Buyer's prior written consent. Consent does not relieve the Seller of responsibility for its subcontractors.

20.2 The Buyer may assign, transfer or novate the Contract to any Group Company or purchaser of the relevant business or assets.

21. GENERAL

21.1 The Contract constitutes the entire agreement concerning its subject matter, but nothing excludes liability for fraud or fraudulent misrepresentation.

21.2 The Buyer's rights and remedies are cumulative. Delay or failure to exercise a right is not a waiver. A waiver is effective only in writing and for the specific matter stated.

21.3 If any provision is invalid or unenforceable, it shall be modified to the minimum extent necessary or deleted, and the remainder shall continue.

21.4 No person other than the Buyer, the Seller and a Buyer Group Company has rights under the UK Contracts (Rights of Third Parties) Act 1999. The parties may vary or terminate the Contract without the consent of any third party.

21.5 There is no partnership, joint venture, agency or employment relationship between the Parties. The Seller has no authority to bind the Buyer.

22. NOTICES

22.1 A notice under the Contract shall be in writing and sent to the postal or email address stated in the Order, or to any replacement address notified in writing signed by a Director.

22.2 A notice is deemed received: if delivered by hand, when left at the proper address; if sent by pre-paid first-class post within the United Kingdom, at 9.00 am on the second Business Day after posting; if sent by international courier, on recorded delivery; and if emailed, at 9.00 am on the next Business Day after transmission, provided no delivery failure notice is received.

22.3 This clause does not apply to service of proceedings or other documents in legal proceedings.

23. GOVERNING LAW AND JURISDICTION

23.1 The Contract and any non-contractual obligations arising from or connected with it are governed by English law.

23.2 The courts of England have exclusive jurisdiction to settle any dispute or claim arising from or connected with the Contract, including non-contractual disputes or claims; save for the purpose of enforcing a judgement or order.