



Sinclair & Rush Supplier Information Pack

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Manufacturer, Distributor & Stockist of Plastic, Rubber & Foam Components
www.sinclair-rush.co.uk

Management Team

| | | | |
|---------------------------|-----------------|--------------|------------------------------|
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Bank Details - Pounds Stirling Account

Details available upon request

Bank Details - Euro Account

Details available upon request

Certifications

ISO 9001:2015 Cert No.: GB95/5623 Approving Authority: SGS (Expiry 22 May 2021)
ISO 14001:2015 Cert No.: GB08/76374 Approving Authority: SGS (Expiry 17 December 2020)



Certificate GB08/76374

The management system of

Sinclair and Rush Limited

Units 11-13 Spectrum West, 20/20 Maidstone Business Estate,
St Laurence Avenue, Allington, Maidstone, Kent, ME16 0LL, UK

Unit 19, Laker Road, Rochester, Kent, ME1 3QX, UK

has been assessed and certified as meeting the requirements of

ISO 14001:2015

For the following activities

The design, distribution, manufacture and supply of plastic, rubber & foam products. Manufacturing processes include Dip Moulding, Injection Moulding, Foam & Plastic Extrusion and Thermoforming.

This certificate is valid from 13 August 2018 until 17 December 2020 and remains valid subject to satisfactory surveillance audits. Recertification audit due a minimum of 60 days before the expiration date. Issue 6. Certified since 17 December 2008



Authorised by

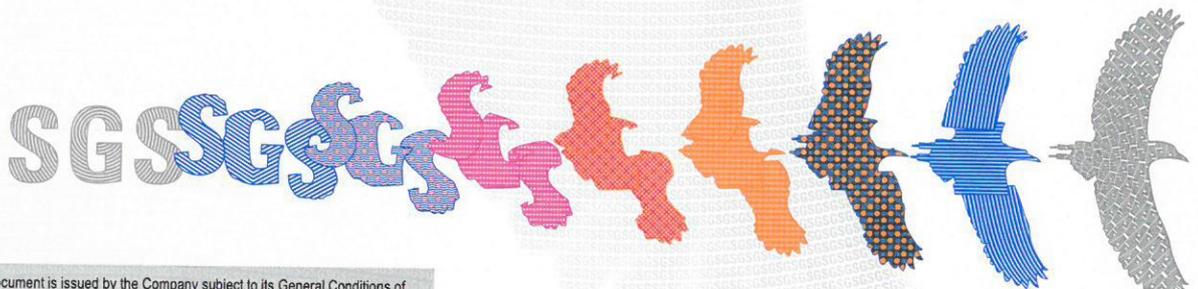


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QUALITY POLICY STATEMENT

This Quality Policy Statement ensures that our core activities which include the design, distribution, manufacture and supply of plastic, rubber & foam products; and the manufacturing processes which are Dip Moulding, Injection Moulding, Foam & Plastic Extrusion and Thermoforming, are delivered profitably to customers' satisfaction.

This Policy undertakes:

To supply and deliver goods in accordance with the contract agreed with the Customer and to operate a policy to deliver a top quality product, on time, every time.

To monitor and take action to continually improve Sinclair and Rush Ltd's effectiveness and performance by recording critical performance indicators and putting in place actions, to continually act in accordance with specifications.

To comply with the international Quality Management System Standard ISO 9001:2008 and the approved procedures set out in the Integrated Management System Manual.

To exercise sufficient control over all aspects of the Company's products ensuring that statutory and regulatory requirements are met and maintained.

At all times to provide a suitable management structure, chains of responsibility, procedures and training to ensure that this policy and the associated objectives are achieved.

To communicate this Quality Policy throughout the organisation and, to ensure that these requirements are understood and met.

Sinclair and Rush Ltd understands, that in order to achieve the above, quality objectives need to be set, communicated and measured.

Specific objectives for each year will be detailed in the Company's Management Review.

[This Quality Policy shall be reviewed on an annual basis]

James Gardner
Managing Director
1st November 2018



ENVIRONMENTAL POLICY STATEMENT

Sinclair & Rush Ltd, (incorporating Component Force Ltd), is a leading designer, manufacturer and supplier of plastic products including dip & injection moulded foam & extruded polymer products and, also provides stock holding & distribution of plastic, rubber & foam components.

It recognises the need for sustainable development, including helping mitigate climate change; protecting biodiversity; and considering using sustainable resources, whilst it continually aims to improve its Environmental Management System; its environmental impacts & their effects; and its overall environmental performance, and to prevent pollution.

This documented Policy aims:

To comply with the international Environmental Management System Standard ISO 14001:2004 and the approved procedures set out in the Integrated Management System Manual.

To identify & exercise control over all significant environmental aspects of the Company's products, services and activities, ensuring that statutory, regulatory, voluntary & other requirements are met and maintained.

To communicate this Environmental Policy throughout the organisation and to other interested stakeholders as well as ensuring that these requirements are understood and met.

To understand that and in order to achieve the above, environmental objectives & targets shall to be set, communicated and measured. These objectives will be detailed in the Company's Objectives & Targets Procedure.

This Environmental Policy shall be reviewed on an annual basis.

James Gardner
Managing Director
1 November 2018



HEALTH AND SAFETY POLICY STATEMENT

Sinclair & Rush Ltd is committed to both good manufacturing practice and continual improvement, in accordance with the Health & Safety at Work Act 1974 in respect of members of staff, visitors, and contractors who may be carrying out work on our behalf, and any other persons who could be affected by our activities.

The Managing Director has overall responsibility for health and safety matters within the Maidstone facility, although all employees share the responsibility for their own health and safety and that of others, whilst engaged upon Sinclair & Rush business.

Details of organisational responsibilities are specified in the Employees Safety Handbook which should be read in conjunction with this Policy.

This Policy will be implemented through a commitment to the following objectives:

- Provision and maintenance of safe and healthy working conditions, plant, equipment and safe systems of work
- To ensure that chemicals & polymers are safely handled
- The implementation of a health and safety management system involving a process of periodic audits, inspections and resultant actions

- Effective consultation with members of staff on H&S matters
- The promotion of good practice in health and safety within the company
- Ensuring the competence of members of staff with designated responsibilities

- Consideration of health and safety issues at all stages of production
- The allocation of adequate resources and specialist advice
- The encouragement of a fit and healthy workforce
- Ensuring the currency of this Policy and the Safety Handbook and that it is accessible for all employees.

Sinclair & Rush Ltd will ensure that this Policy is publicly available and is regularly reviewed.

This Policy should be read in-conjunction with the company's Occupational Health & Safety Policy Statement and Safety Instructions contained in documentation provided to each employee

James Gardner
Managing Director
1 November 2018



Occupational Health & Safety Policy Statement

This Policy should be read in-conjunction with the company's Health & Safety General Policy and Safety Instructions contained in documentation provided to each employee

The provision of a healthy and safe working environment is central to the Sinclair & Rush Ltd's commitment to the development of a positive working environment that supports the obligation to prevent injury & ill health to all relevant persons. As a part of that promise, we recognize our legal obligations, under the Health & Safety at Work Act 1974, as well as other requirements such as the OHSAS 18001 Standard, to provide a safe and healthy workplace for staff, contractors, visitors and others who may be affected by our activities.

The management of risks to health and the control of workplace hazards is a responsibility of everyone and, with the support of the Health and Safety Management Representative, all members of the company must be committed to creating a safe and healthy workplace. The senior management team leads by example in communicating and promoting this policy and will seek continuous improvement in health and safety performance.

It is vital that, as part of a positive health and safety culture, managers & supervisors are equipped with the knowledge, competence, confidence and capacity to deal effectively with health and safety issues in support of the Sinclair & Rush Ltd's wider aims and objectives contained within the Objectives & Targets Register. As part of the company's desire to continually improve the OHS, this Policy will be regularly reviewed.

Sinclair & Rush Ltd, wherever practicable, will ensure that we carry out the following:

- To include Occupational Health and Safety planning into the company's Integrated Management System
- To support a positive health and safety culture where everyone is aware of, and meets, their responsibilities for the safety and health of themselves and others
- To define the health and safety responsibilities of all members of the company
- To ensure that all staff have the knowledge and competence they need to meet their individual and collective responsibilities
- To provide competent specialist advice to support good decision making
- To maintain and document an effective Occupational Health and Safety Management system.
- To involve, consult and communicate with all staff and contractors on health and safety issues.
- To work with recognized regulators, such as the HSE, to secure workplace improvements
- To measure, monitor and review Occupational Health and Safety performance.
- To provide the resources necessary to meet the company's health and safety obligations
- To risk assess identified hazards to identify control measures required to mitigate and/or reduce those hazard

[This Policy is available on request by interested stakeholders]

James Gardner
Managing Director
1 November 2018



EQUALITY & INCLUSION POLICY

1. We recognize that discrimination is unacceptable and although equality of opportunity has been a long standing feature of our employment practices and procedure, we have made the decision to adopt a formal equal opportunities policy. Breaches of the policy will lead to disciplinary proceedings and, if appropriate, disciplinary action.
2. The aim of the policy is to ensure no job applicant, employee or worker is discriminated against either directly or indirectly on the grounds of race, colour, ethnic or national origin, religious belief, sex, marital status, sexual orientation, gender reassignment, age or disability.
3. We will ensure that the policy is circulated to any agencies responsible for our recruitment and a copy of the policy will be made available for all employees and made known to all applicants for employment.
4. The policy will be communicated to all private contractors reminding them of their responsibilities towards the equality of opportunity.
5. The policy will be implemented in accordance with the appropriate statutory requirements and full account will be taken of all available guidance and in particular any relevant Codes of Practice.
6. We will maintain a neutral working environment in which no employee or worker feels under threat or intimidated.

RECRUITMENT AND SELECTION

1. The recruitment and selection process is crucially important to any equal opportunities policy. We will endeavour through appropriate training to ensure that employees making selection and recruitment decisions will not discriminate, whether consciously or unconsciously, in making these decisions.
2. Promotion and advancement will be made on merit and all decisions relating to this will be made within the overall framework and principles of this policy.
3. Job descriptions, where used, will be revised to ensure that they are in line with our equal opportunities policy. Job requirements will be reflected accurately in any personnel specifications.
4. We will adopt a consistent, non-discriminatory approach to the advertising of vacancies.
5. We will not confine our recruitment to areas or media sources which provide only, or mainly, applicants of a particular group.
6. All applicants who apply for jobs with us will receive fair treatment and will be considered solely on their ability to do the job.



7. All employees involved in the recruitment process will periodically review their selection criteria to ensure that they are related to the job requirements and do not unlawfully discriminate.
8. Short listing and interviewing will be carried out by more than one person where possible.
9. Interview questions will be related to the requirements of the job and will not be of a discriminatory nature.
10. We will not disqualify any applicant because he/she is unable to complete an application form unassisted unless personal completion of the form is a valid test of the standard of English required for the safe and effective performance of the job.
11. Selection decisions will not be influenced by any perceived prejudices of other staff.

TRAINING AND PROMOTION

1. Senior staff will receive training in the application of this policy to ensure that they are aware of its contents and provisions.
2. All promotion will be in line with this policy.

MONITORING

1. We will maintain and review the employment records of all employees in order to monitor the progress of this policy.
2. Monitoring may involve:-
 - a. the collection and classification of information regarding the race in terms of ethnic/national origin and gender of all applicants and current employees;
 - b. the examination by ethnic/national origin and gender of the distribution of employees and the success rate of the applicants; and
 - c. recording recruitment, training and promotional records of all employees, the decisions reached and the reason for those decisions.
3. The results of any monitoring procedure will be reviewed at regular intervals to assess the effectiveness of the implementation of this policy. Consideration will be given, if necessary, to adjusting this policy to afford greater equality of opportunities to all applicants and staff.

James Gardner
Managing Director
1 November 2018





ETHICAL POLICY STATEMENT

Overview

The purpose of this Ethics Policy is to establish a code to create a culture of openness, trust and integrity in our business practices. Effective ethics is a team effort involving the participation and support of every Sinclair & Rush employee. All employees should familiarize themselves with this Policy Statement.

Sinclair & Rush is committed to protecting employees, partners, vendors, suppliers, contractors, visitors and the company as a whole, from illegal or damaging actions by individuals or organisations, either knowingly or unknowingly. When Sinclair & Rush address these issues proactively & effectively, it will help to set us apart from our competitors.

Sinclair & Rush will not tolerate any wrong doing or impropriety at any time. Sinclair & Rush will take the appropriate measures and act quickly in correcting the issue if this ethical code is broken. Any infractions of this code of ethics will not be tolerated.

Purpose

Our purpose for authorising this publication on ethics, is to emphasize the employee's, suppliers and customer's expectation to be treated to fair business practices, whilst complying with the Human Rights Act 1998. This policy will serve to guide business behavior to ensure ethical conduct.

Scope

This policy applies to employees, contractors, consultants, temporaries, and other workers at Sinclair & Rush, including all personnel affiliated with third parties.

Executive Commitment to Ethics

Senior Managers within Sinclair & Rush must set a prime example. In any business practice, honesty and integrity must be a top priority.

Managers must have an open door policy and welcome suggestions and concerns from employees. This will allow employees to feel comfortable discussing any issues and will alert Sinclair & Rush to concerns within the work force.

All employees must disclose any conflict of interests regarding their position within Sinclair & Rush

Employee Commitment to Ethics

Sinclair & Rush employees will treat everyone fairly, have mutual respect, promote a team environment and avoid the intent and appearance of unethical or compromising practices.

Every employee needs to apply effort and intelligence in maintaining ethics value.

Employees will help Sinclair & Rush to increase customer and vendor satisfaction by providing quality products and timely response to enquiries.

Company Awareness

The promotion of ethical conduct shall be through company induction.

Sinclair & Rush will promote a trustworthy and honest atmosphere to reinforce the vision of ethics within the company.

Maintaining Ethical Practices

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Units 11-13 Spectrum West, 20/20 Maidstone Business Estate, Maidstone, Kent, ME16 0LL – Tel: 01622-693200

19 Laker Road, Rochester, Kent, ME1 3QX – Tel: 01634-686504

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Sinclair & Rush will reinforce the importance of the integrity message and the tone will start at the top. Every employee, manager, & directors needs to consistently maintain an ethical stance and support ethical behavior.

Employees at Sinclair & Rush should encourage open dialogue, get honest feedback and treat everyone fairly, with honesty, objectivity and respect.

Unethical Behavior

Sinclair & Rush will avoid the intent and appearance of unethical or compromising practice in relationships, actions and communications.

Sinclair & Rush will not tolerate harassment or discrimination.

Unauthorized use of company trade secrets & marketing, operational, personnel, financial, source code, & technical information integral to the success of our company will not be tolerated.

Sinclair & Rush will not permit impropriety at any time and we will act ethically and responsibly in accordance with the law.

Sinclair & Rush employees will not use corporate assets for personal use or gain.

Examples of Unethical Practice

The following examples are not intended to be comprehensive, but simply act as examples of practices that Sinclair & Rush shall not tolerate:

- Degrading Treatment
- Employment of Forced &/or Child Labour
- Prohibition of Expression
- Restriction on Trade Union Membership
- Provision of Unsafe Working Practices

Enforcement

Any infractions of this code of ethics will not be tolerated and Sinclair & Rush will act quickly in correcting the issue if the ethical code is broken.

Any employee found to have violated this policy may be subject to disciplinary action, up to and including termination of employment

James Gardner
Managing Director
1 November 2018





RoHS Declaration of Conformity

(Directives 2011/65/EU)

(Directives 2015/863/EU)

&

(The Restriction of Use of Certain Hazardous Substances in Electrical & Electronic Equipment Regulations 2012)

This declaration of conformity is issued under the sole responsibility of Sinclair & Rush Ltd which confirms that the parts manufactured in the UK, are in conformity with Directive 2011/65/EU of the European Parliament and the Council of 8th June 2011 on the Restriction of Use of Certain Hazardous Substances in Electrical & Electronic Equipment, and do not contain the following:

- Flame Retardants Polybrominated Biphenyl [PBB]
- Polybrominated Diphenyl Ether [PBDE]

This declaration of conformity is issued under the sole responsibility of Sinclair & Rush Ltd which confirms that the parts manufactured in the UK, are in conformity with Directive 2015/863/EU (RoHS3) of the European Parliament and the Council of 4th June 2015.

We also verify that the following phthalates are not used in either the formulation or the production processes. We verify the maximum concentration value of these substances is 1,000 ppm in homogenous material (0.1% weight per homogenous material).

- Bis (2-ethylhexyl) phthalate (DEHP): CAS # 117-81-7
- Butyl benzyl phthalate (BBP): CAS # 85-68-7
- Dibutyl phthalate (DBP): CAS # 84-74-2
- Diisobutyl phthalate (DIBP): CAS # 84-69-5

In addition, we also verify that the following heavy metals are not used in either the formulation or the production processes:

- Cadmium
- Mercury
- Lead
- Hexavalent Chromium

We further confirm that the company does not produce electrical or electronic equipment.

Originally Issued By:

Approved By:



Sinclair & Rush

Global Manufacturer of Plastic, Rubber & Foam Components

Sinclair & Rush Ltd
11-13 Spectrum West,
20/20 Business Estate,
St Lawrence Avenue,
Maidstone ME16 0LL
01634 686 504

James Gardner
Managing Director
1st Nov 2018

Sinclair & Rush Ltd, Units 11-13 Spectrum West, 20/20 Maidstone Business Estate, Maidstone, Kent ME16 0LL, UK
(Version 7 – 6 November 2018)

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Units 11-13 Spectrum West, 20/20 Maidstone Business Estate, Maidstone, Kent, ME16 0LL – Tel: 01622-693200
19 Laker Road, Rochester, Kent, ME1 3QX – Tel: 01634-686504

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CONFLICT MINERALS DECLARATION POLICY STATEMENT

This declaration, confirms that the Scope of Sinclair & Rush Ltd is, that it does not manufacture Vinyl Dip Mouldings that use “Conflict Minerals” such as Columbite-tantalite (coltan); Cassiterite; Gold; Wolframite; or their derivatives; or any other mineral or its derivatives determined by the USA Secretary of State, which may directly or indirectly finance Conflict, or Benefit Armed Groups in the Democratic Republic of the Congo or an adjoining country.

We therefore confirm that:

- the following generic metals of Tin; Tantalum; Gold; Tungsten are not necessary or indeed included in the functionality or production of our company's products
- any substance we use for the functionality and/or production of our products do not originate from the Democratic Republic of the Congo or an Adjoining Country
- all substances used by Sinclair & Rush Ltd do not derive from a Recycler or a Scrap Dealer
- it is not necessary to receive from our Suppliers completed Conflict Minerals Reporting Templates, as no such Conflict Mineral is used in our production process nor our products
- we do not need to identify Smelters as there are no products that are used which are in our scope, indicated above
- we are not subject to the Security Exchange Commission Conflict Minerals Disclosure requirement

Therefore we comply with the requirements as defined in the 2010 United States legislation, Dodd-Frank Wall Street Reform and Consumer Protection Act, Section 1502(e)(4) and subsequently do not need to report

This Policy is regularly reviewed and is available upon request to interested Stakeholders. Records shall be retained for 3 years.

James Gardner
Managing Director
1 November 2018



Registration, Evaluation, Authorisation and Restriction of Chemicals – REACH

As you may well be aware, Sinclair & Rush is currently fully compliant with the REACH regulations. As at today, there are some 191 Substances of Very High Concern (SVHC) on the EU Candidate List. We are pleased to confirm to you that we do not have any raw material ingredients in the components you purchase from us, that have been determined as hazardous for listing on the Candidate List in relation to REACH.

From our perspective, being REACH compliant is the priority and we will continue to watch the market with interest to see how raw material suppliers are influenced with the continuing legislation. Our aim is to take the necessary actions to remain REACH compliant both now and into the future.

Whilst writing, we have prepared the following statement that may help you to assure your customers and end users of the suitability of purchasing plastic products manufactured by Sinclair & Rush;

REACH COMPLIANCE STATEMENT

As a “Down Stream User” of Chemicals, we at Sinclair & Rush, has ensured that we are REACH Compliant, by:

1. Appointing our Raw Material Supervisor as our formal REACH Single Point of Contact.
2. Creating an Inventory of every Chemical (Substance) we use in the production of our various Plastic products etc.
3. Confirming the percentages of each Substance used in our Preparations (Mixes) to make our Articles (Finished Goods).
4. Calculating the Annual Tonnage of each Substance, especially for those which total over one tonne per year.
5. Ensuring that our Suppliers (Raw Material Ingredients) have either Pre Registered or Registered with the European Chemical Agency.
6. Obtaining from our Suppliers the REACH Registration Numbers for the Substances they supply us.
7. Establishing which Articles (Finished Goods) we produce here in the UK and which Articles we buy in from either the USA or China, and what proportions of each they represent.
8. Retaining Material Safety Data Sheets for each Substance from our Raw Material Suppliers.



9. Providing information to our Customers upon request, any details of Substances that appear on the Candidate List and their proportions used in our Preparations.
10. Researching the market to consider alternative Substances if they appear on the Candidate List of Substances of Very High Concern.

We therefore confirm that we have discharged our regulatory duty to comply with the REACH (Registration, Evaluation, Authorisation and Restriction of Chemicals) Regulations 1907/2006 (as amended) as a Down Stream User of Chemicals.

James Gardner
Managing Director
1st November 2018



ZERO DEFECTS POLICY

About Dip Moulding

Dip moulding production methods were originally based on the practice of candle making techniques. This basic process for all intents and purposes is still in use today, by all dip moulding manufacturers around the world.

Basically, dip moulding is a very simple and low tech process, whereby a heated metal mandrel is immersed in a tank of molten polymer (plastisol) and then cooled to create the desired sized plastic moulding, normally used to protect a product that it is moulded for.

And because of this technology and manufacturing processes, (which they is well known and documented in the market place), by utilizing dip moulding production methods that characteristically have limitations in their technology, they inherently introduce production tolerances that may not always be systematically repeatable.

Typically this might mean as one example, precision control in wall thicknesses can be challenging for all global manufacturing organisations'.

Responding to defects

At Sinclair & Rush Ltd, we aim to respond to product defects as promptly as possible, to ensure our customers continue to be fully satisfied with our service provision.

We have a fully certificated quality management system registered by SGS United Kingdom Ltd against the exacting requirements of the international standard, ISO 9001.

Our non-conformance & corrective/preventive action procedure helps to ensure that our staff are fully aware of their responsibilities in terms of resolving defects punctually.

In addition our vision is one based on continual improvement and to deliver a top quality product, on time, every time.



Policy Statement

It is our policy to produce caps, plugs & mouldings which are based on dip moulding production methods that are of merchantable quality.

Due to the restrictions within the available technologies involved, we are unable commit to PPM (Parts per Million) targets, however we do commit to our customers we that will always strive for ongoing and improved quality assurance levels.

James Gardner
Managing Director
1 November 2018



CREDIT ACCOUNT APPLICATION FORM

{We would like to open an account with Sinclair & Rush Ltd}

CO. REGISTRATION NO: _____ Date Established _____

COMPANY NAME: _____

TRADING NAME, if applicable _____

ADDRESS, incl. Post code & country: _____

VAT/TVA Number: _____ Annual Turnover _____

TELEPHONE: _____ FAX: _____

| | |
|---|------------------|
| PERSON RESPONSIBLE FOR PAYING THE SINCLAIR & RUSH INVOICES:- | |
| Name (please print) | _____ |
| Email address | _____ |
| Signature: | _____ Date _____ |

Customer Estimated Annual Spend £.....
(minimum annual spend for credit terms is £2000/€2000)

*****WE DO / DO NOT REQUIRE MONTHLY STATEMENTS*****
(delete as req'd)

| | |
|---|-----------------------------|
| <i>Please note if required, we will phone you for additional information – FOR S&R USE ONLY</i> | |
| SALES EXECUTIVE: _____ | DATE: _____ |
| DIVISION: _____ | ENQ SOURCE: _____ |
| ACCT NO: _____ | LIMIT: _____ TERMS: _____ |
| Date Submitted _____ | APPROVED: _____ Date: _____ |



SINCLAIR AND RUSH LIMITED CONDITIONS OF SALE

These Conditions of Sale shall govern the supply of goods by Sinclair and Rush Limited.

1. INTERPRETATION

1.1 In these Conditions:

- (a) "Buyer" means the person whose order for the Goods is accepted by the Seller or who accepts a quotation of the Seller for the sale of the Goods;
- (d) "Conditions" means the standard terms and conditions of sale set forth herein and, unless the context otherwise requires, includes any other terms and conditions mutually agreed upon in Writing by the Buyer and the Seller;
- (c) "Contract" means the contract for the purchase and sale of the Goods; and
- (d) "Goods" means the goods which the Seller is to supply in accordance with these Conditions;
- (e) "Seller" means Sinclair and Rush Limited;
- (f) "Writing" includes facsimile transmission and any comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

2. BASIS OF THE SALE

2.1 The Seller shall sell and the Buyer shall purchase the Goods in accordance with any written quotation of the Seller that is accepted by the Buyer, or any written order of the Buyer that is accepted by the Seller, subject in either case to these Conditions, which Conditions shall govern the Contract to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted, or any such order is made or purported to be made, by the Buyer.

2.2 No variation to these Conditions shall be binding unless mutually agreed upon in Writing between the authorised representatives of the Buyer and the Seller.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Buyer shall be deemed to be accepted by the Seller unless and until confirmed in Writing by the Seller.

3.2 The Buyer shall be responsible to the Seller for ensuring the accuracy of the terms of any order (including any applicable specifications) submitted by the Buyer, and for giving the Seller any necessary information relating to the Goods within a sufficient time to enable the Seller to perform the Contract in accordance with its terms.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set forth in the Seller's quotation (if accepted by the buyer) or the Buyer's order (if accepted by the Seller).

3.4 If the Goods are to be manufactured or any process is to be applied to the Goods by the Seller in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Seller against all losses, damages, costs and expenses awarded against or incurred by the Seller in settlement of any claim for infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results directly or indirectly from the Seller's use of the Buyer's specifications.

3.5 The Seller reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable safety or other statutory requirement or, where the Goods are to be supplied to the Seller's specifications, which do not materially alter their quality or performance.

3.6 No order which has been accepted by the Seller may be cancelled by the Buyer unless:

- (i) the prior written approval of the Seller has been obtained; and
- (ii) the Buyer has agreed in Writing to indemnify the Seller against all losses (including loss of profits), costs (including the costs of all labour and materials used), damages, charges and expenses incurred by the Seller as a result of such cancellation.

3.7 Each delivery shall be supported by a Packing List to confirm product descriptions. This record shall also include a Certificate of Conformity which confirms compliance with Customers requirements.

3.8 Customers requiring full traceability throughout the production process shall confirm this prerequisite in writing to the Seller prior to manufacture. An additional surcharge may be applied to cater for this requirement at the discretion of the Seller.

4. PRICE OF THE GOODS

4.1 Any price quoted by Seller for the Buyer's purchase of Goods is only valid for a thirty (30) day period or until earlier acceptance thereof by the Buyer.

4.2 Where the Seller agrees to deliver the Goods otherwise than at the Seller's premises, the Buyer shall be liable to pay any and all charges incurred by the Seller for transport and insurance.

4.3 The price charged will be the price listed by Seller at the date of despatch plus value added tax and any other Government duty or tax which is applicable. The Seller reserves the right to alter prices to cover any changes in cost caused by circumstances beyond the Seller's control including but not limited to:

- (a) Changes to the design or specification made by the Buyer.
- (b) Changes in the cost of materials.
- (c) Changes in any other costs including labour costs.
- (d) Insufficient or defective instructions from the Buyer or the absence of instructions from the Buyer.

5. TERMS OF PAYMENT

5.1 Unless otherwise agreed in Writing by the Buyer and the Seller, payment shall be due thirty (30) days from the date of invoice. The price



shall be paid in full without any deduction and the Buyer shall not be entitled to withhold the price or any part thereof on account of any claim to a set-off or counterclaim, whether arising out of this or any other transaction. All sums due to the Seller under this or any other

contract shall be paid on the due date and if the Buyer is in default as regards payment under this or any other contract with the Seller, the Seller may suspend deliveries under this Contract so long as the default continues.

5.2 If the Goods are to be collected by the Buyer or the Buyer wrongfully fails to take delivery of the Goods, the Seller shall be entitled to invoice the Buyer for the price of the Goods at any time after the Seller has notified the Buyer that the Goods are ready for collection or (as the case may be) the Seller has tendered delivery of the Goods. The Buyer shall thereafter pay the price of the Goods within thirty (30) days of the date of any invoice sent by the Seller notwithstanding that delivery may not have taken place as contemplated by Section 5.1 hereof and/or that the property in the Goods has not passed to the Buyer. The time of payment of the price shall be of the essence of the Contract.

5.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Seller, the Seller shall be entitled to:

- (a) cancel the contract or suspend any further deliveries to the Buyer;
- (b) apportion any payment made by the Buyer to such of the Goods (or the goods supplied under any other contract between the Buyer and the Seller) as the Seller may choose in its sole discretion, notwithstanding any purported appropriation by the Buyer;
- (c) charge the Buyer interest (both before and after any judgement) on the amount unpaid, at the rate of four per cent per annum above Natwest Bank plc base rate in effect from time to time, until payment in full is made; and/or
- (d) repossess the Goods sold under the contract as provided for Section 7.4 hereof.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Seller delivering the Goods to the Buyer unless in any particular case it is agreed that delivery shall be by the Buyer collecting the goods at the Seller's premises.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Seller shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the Seller in Writing. The Goods may be delivered by the Seller in advance of the quoted delivery date upon giving reasonable notice to the Buyer.

6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by the Seller to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Buyer in respect of any one or more instalments shall not entitle the Buyer to treat the entire contract as repudiated.

6.4 If the Seller fails to deliver the Goods for any reason other than any cause beyond the Seller's reasonable control or the Buyer's fault, and the Seller is accordingly liable to the Buyer, the Seller's liability shall be limited to the excess (if any) of

- (a) the Buyer's cost (in the least expensive available market) of similar goods to replace those Goods not delivered; over
- (b) the price of the Goods which the Seller has failed to deliver.

6.5 If the Buyer fails to take delivery of the Goods or fails to give the Seller adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Buyer's reasonable control or by reason of the Seller's fault) then, without prejudice to any other right or remedy available to the Seller, the Seller may:

- (a) store the Goods until actual delivery and charge the Buyer for the reasonable costs (including insurance) of storage; or
- (b) sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Buyer for the excess received over the price due to the Seller under the Contract, or charge the Buyer for any shortfall incurred below the price due to the Seller under the Contract.

6.6 The Seller shall be notified in writing of non-receipt of the Goods, or damage to the Goods in transit, or any defect in the Goods within 3 days of the Buyer's actual receipt of the Goods, failing which the Seller shall be under no liability whatsoever to the Buyer, who shall nevertheless hold the Seller indemnified against any loss arising or damage suffered through failure to inform carriers or insurers within the required time limits. Any such notice must specify the particular defect or alleged damage and must afford the Seller reasonable opportunity to inspect the Goods in question. If the Goods are agreed by the Seller to be damaged, defective or faulty, the Seller will (at its option) either rectify the damage, defect or fault, replace any such Goods or credit the invoice value of the Goods and such rectification, replacement or credit will be in full satisfaction of any claim by the Buyer. Batches with less than 2% rejects are not returnable and shall be accepted by the Buyer. The Buyer shall not be entitled to reject any Goods supplied by the Seller:

- (a) by reason only of a slight variation in colour shade between one batch and another;
- (b) if the Goods are defective solely by reason of faulty components having been supplied by the Buyer or a third party nominated by the Buyer; or
- (c) if the Goods are defective solely by reason of faulty design for which the Buyer was responsible nor shall the Seller be under any liability in respect of any such variation or defect.

6.7 The Contract shall be deemed to have been fulfilled by the Seller upon delivery of a quantity not less than 90 percent and not more than 110 percent of the quantity specified, and the Buyer shall accept and pay for the actual quantity delivered.

6.8 Any preliminary samples or colour samples supplied by the Seller shall be accepted by the Buyer as supplied solely for information purposes. The supplying of such samples by the Seller shall not give rise to any express or implied conditions or warranties as to the quality, description, colour, fitness for purpose or merchantability of the Goods subsequently delivered by the Seller.

6.9 Any Goods sold as sub-standard or surplus stock shall be accepted by the Buyer in their actual state and condition and neither the obligation accepted by the Seller in Clause 8 hereof nor any other condition or warranty expressed or implied, whether statutory or otherwise, will apply thereto.

6.10 For the purposes of s35 (1) and (2) of the Sale of Goods Act as amended the Buyer agrees that it is reasonable to examine all Goods purchased within 3 days of delivery or collection and shall be deemed to have done so and unless it notifies the Seller in writing



otherwise by the end of the working day following such delivery or collection shall by its silence to have intimated to the Seller that it has accepted Goods purchased

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer:

(a) in the case of Goods to be delivered otherwise than at the Seller's premises, at the time of delivery or, if the Buyer wrongfully fails to take delivery of the Goods, the time when the Seller has tendered delivery of the Goods; or

(b) in the case of Goods to be delivered at the Seller's premises, at the time when the Seller notifies the Buyer that the Goods are available for collection;

(c) in the case of Goods to be collected by the Buyer or its agent, at the time of collection or, if the Buyer wrongfully fails to collect of the Goods, the time when the Seller has arranged collection of the Goods; or

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall

not pass to the Buyer until the Seller has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by the Seller to the Buyer for which payment is then due. In the event of the Seller being liable for loss of or damage to Goods damages shall in any event be limited to the price paid by the Buyer

7.3 Until such time as the property in the Goods passes to the Buyer, the Buyer shall hold the goods as the Seller's fiduciary agent and bailee.

7.4 Until such time as the property in the Goods passes to the Buyer, the Seller shall be entitled at any time to require the Buyer to deliver up the Goods to the Seller and, if the Buyer fails to do so forthwith, to enter upon any premises of the Buyer, or any third party where the Goods are stored, and repossess the Goods.

7.5 The Buyer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Seller; provided however, if the Buyer pledges or in any way charges any such Goods, all monies owed by the Buyer to the Seller shall (without prejudice to any other right or remedy of the Seller) become immediately due and payable.

8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set forth below, the Seller warrants that the Goods will correspond with their specification at the time of delivery.

8.2 The above warranty is given by the Seller subject to the following conditions:

(a) the Seller shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Buyer;

(b) The Seller shall be under no liability in respect of any defect arising from normal wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Seller's instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Seller's approval; and

(c) The Seller shall be under no liability under the above warranty (or any other warranty, condition or guarantee), if the total price for the Goods has not been paid by the due date for payment.

8.3 Except as otherwise expressly provided herein, all warranties, conditions or other terms implied by statute or common law are excluded to the fullest extent by law.

8.4 Except in respect of death or personal injury caused by the Seller's negligence, the Seller shall not be liable to the Buyer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, or for any other reasons, for any consequential compensation whatsoever (and whether caused by the negligence of the Seller, its employees or agent or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Buyer, except as expressly provided in these Conditions.

8.5 The Seller shall not be liable to the Buyer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Seller's obligations in relation to the Goods, if the delay or failure was due to any cause beyond the Seller's reasonable control.

9. INSOLVENCY OF BUYER

9.1 This clause applies if:

(a) the Buyer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

(b) an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of the Buyer; or

(c) the Buyer ceases, or threatens to cease, to carry on business; or

(d) the Seller reasonably apprehends that any of the events mentioned above is about to occur in relation to the Buyer and notifies the Buyer accordingly.

9.2 If this clause applies then, without prejudice to any other right or remedy available to the Seller,

(a) the Seller shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Buyer;

(b) if the Goods have been delivered and not paid for, the price shall become immediately due and payable notwithstanding any previous agreement or arrangement made by the Seller and the Buyer; and/or

(c) the Seller may repossess the Goods as provided for by Clause 7.4 above.

10 DIES AND TOOLS.

10.1 Dies and tools will be invoiced at part cost only and payment thereof will be due as follows:

One third with order



One third on the completion of manufacture

One third on approval of samples, prior to production quantities.

Dies and Tools will be designed as component parts of the Seller's plant to comply with its particular methods of production and they shall not normally be removed from its works and shall remain the property of the Seller at all times. Dies and tools will be stored and maintained throughout their normal useful life at the Seller's expense. All reasonable care will be taken in maintenance but the Seller does not undertake to replace worn out dies or tools. In the event of the Buyer ordering less of the Goods than the quantity specified in the Seller's quotation, or failing to take delivery of such full quantity within the period stated on the quotation, the Seller shall be entitled to charge to the Buyer the whole or a proportionate part as may be appropriate of the cost of making the die or tool, taking into account the part cost stated in the quotation.

11. DEVELOPMENT CHARGE.

11.1 In cases where a tooling charge is not appropriate, a charge may be made for development work carried out by the Seller.

Development

charges will be invoiced and payment thereof will be due as follows:

One third with order

One third on completion of development

One third on approval of samples, prior to production quantities.

Any tooling, machinery, material and equipment developed by the Seller, in carrying out such development work, remains the sole property of the Seller, and neither the issue by the Seller of any invoice in respect of development charges, nor the payment thereof by the Buyer shall be deemed to effect or to be evidence of a sale of such tooling, machinery, material or equipment. In the event of the Buyer ordering less of the Goods than the quantity specified in the Seller's quotations or failing to take delivery of such full quantity within the period stated on the quotation, the Seller shall be entitled to charge to the Buyer the whole or a proportionate part as may be appropriate of the cost of development work, taking into account the development cost stated in the quotation.

12. CUSTOM MADE GOODS

If the Buyer orders specialised, non-stock sizes or colours, or custom made Goods from the Seller, then the Buyer will be provided with final samples of the Goods and an Initial Sample Inspection Report ("ISIR"). Upon the Buyer's inspection of such final samples and submission to the Seller of a signed ISIR, the Seller will proceed to manufacture and deliver such Goods to the Buyer. If the Buyer thereafter fails to take delivery or provide payment for such specialised, non-stock sizes or colours, or custom made Goods for any reason whatsoever, the Seller shall, without prejudice to any other right or remedy available to the Seller, be entitled to receive full payment of the contract price for the Goods since both the Seller and the Buyer agree that they are not saleable to third parties.

13. PRODUCT LITERATURE.

13.1 The Seller hereby gives notice to the Buyer that the Seller has available information and product literature concerning the conditions necessary to ensure that the Goods supplied hereunder will be safe and without risks to health when properly used. If the Buyer is not already in possession of such literature or requires any information or advice in connection with the safe use of the Goods at work, the Buyer should immediately contact the Seller.

14. EXPORT TERMS

14.1 In these conditions "Incoterms" means the international rules for the interpretation of trade terms of the International Chamber of Commerce as in force at the date when the Contract is made. Unless the context otherwise requires, any term or expression which is defined in or given a particular meaning by the provisions of Incoterms shall have the same meaning in these Conditions, but if there is any conflict between the provisions of Incoterms and these conditions, the provisions of these Conditions shall prevail.

14.2 Where the Goods are supplied for export from the United Kingdom or the United States, the provisions of this Clause 13 shall apply (subject to any special terms agreed in writing between the Buyer and the Seller) notwithstanding any other provisions of these Conditions.

14.3 The Buyer shall be responsible for complying with any legislation or regulations governing the importation of the Goods into the country

of destination and for the payment of any duties thereon.

14.4 For the purposes of Section 32(2) of the Sale of Goods Act 1979 the Buyer hereby authorises the Seller to contract with such carrier or carriers as it may decide at its absolute discretion and without liability thereto

14.5 Unless otherwise agreed in writing between the Buyer and the Seller, the Goods shall be delivered FOB the air or sea port of shipment, and the Seller shall be under no obligation to give notice under Section 32(3) of the Sale of Goods Act 1979.

14.5 Prior to any shipment or delivery of the Goods, the Buyer shall arrange for testing and inspection of the Goods. The Seller shall have no liability for any claim in respect of any defect in the Goods which would be apparent on inspection and which is discovered after shipment or in respect of any damage during transit.

14.6 The Buyer undertakes not to offer the goods for resale in any country notified by the Buyer to the Seller at or before the time the Buyer's order is accepted by the Seller or to sell the Goods to any person if the Buyer knows or has reason to believe such person intends to resell the Goods in any such country.

15. GENERAL

(a) Any specifications, plans or other technical information relating to the Goods shall remain the property of the Seller and shall be kept secret and confidential by the Buyer and its employees, agents, and representatives.

(b) Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or to such other address which may have been notified (pursuant to this provision) to the party giving the notice.

(c) No waiver by the Seller of any breach of the Contract by the Buyer shall be considered as a waiver of any subsequent



breach of the same or any other provision.

(d) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable, in whole or in part, the validity of the provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

(e) The Contract shall be governed by the Laws of England.

16. REACH REGULATION

(A) All products manufactured by Sinclair & Rush Ltd in the United Kingdom derive from substances and/or preparations from suppliers that have pre-registered and/or fully registered with the European Chemical Agency.

(b) Sinclair & Rush Ltd, has appointed a REACH Coordinator as required by European Directive 1907/2006. For contact details please call +44 (0) 1622 693 200

(C) This is to confirm that for any substance which appears on the Candidate List of Substances of Very High Concern, Sinclair & Rush Ltd will seek alternatives where available. Quotations for any affected product can be arranged upon request.

(D) Unless otherwise stated, currently Dip Mouldings produced by Sinclair & Rush Ltd contain Bis (2-methoxyethyl) phthalate CAS Number 117-82-8, which may cause harm to the unborn child with possible risk of impaired fertility.

(E) Customers are reminded that components containing phthalates are not to be incorporated into either Toys or Childcare Products destined for any European State.

(F) Any Sinclair & Rush Ltd product which contains the raw material described in section D above, that are then to be incorporated into a Medical Device, shall be identified by the Customer by applying the Medical Device Symbol for DEHP. It is recommended that you obtain advice from your Microbiologist before these materials are specified and subsequently used, to ensure an adequate risk assessment has been carried out to mitigate any hazards identified.

(G) Please note that Sinclair & Rush Ltd in the UK does not manufacture PVC Products that are designed to come in contact with Food Stuffs

SINCLAIR & RUSH LIMITED REGISTERED OFFICE: UNITS 11-13 SPECTRUM WEST 20-20 MAIDSTONE BUSINESS ESTATE ST LAWRENCE AVENUE, MAIDSTONE KENT ME16 0LL Company No. 00679110



To Whom It May Concern

19th November 2018

As Insurance Brokers to the under noted insured, I can confirm that cover has been placed in accordance with the details shown hereunder:

Client Details

Name: Sinclair & Rush Ltd
Address: 11-13 Spectrum West, St Lawrence Avenue, Allington, Maidstone, Kent, ME16 0LL
Business Description: Manufacturer and Distributor of plastic and rubber components

Employers Liability

Policyholder: Sinclair & Rush Ltd
Insurer: Pen Underwriting Limited
Policy Number: P/CCK/10977
Cover Period: 1st November 2018 to 31st October 2019
Indemnity Limit: £10,000,000 any one claim
Indemnity to Principals Extension: Yes

Public Liability

Policyholder: Sinclair & Rush Ltd
Insurer: Pen Underwriting Limited
Policy Number: P/CCK/10977
Cover Period: 1st November 2018 to 31st October 2019
Indemnity Limit: £5,000,000 any one claim
Indemnity to Principals Extension: Yes

Products Liability

Policyholder: Sinclair & Rush Ltd
Insurer: Pen Underwriting Limited
Policy Number: P/CCK/10977
Cover Period: 1st November 2018 to 31st October 2019
Indemnity Limit: £5,000,000 in the aggregate

Subject to the Insurers' policy terms, conditions, warranties and exclusions.



Sinclair & Rush

Global Manufacturer of Plastic, Rubber & Foam Components

Sinclair & Rush Ltd
11-13 Spectrum West,
20/20 Business Estate,
St Lawrence Avenue,
Maidstone ME16 0LL
01634 686 504

Please Note:

The above information is correct at the time of writing and is provided to you as a matter of information only. It has not been prepared for, and may not meet the requirements of, any other party. Any third party to whom it is supplied should therefore take such steps as it considers necessary to satisfy itself that its own requirements have been met. This letter does not make the person or organisation to whom it has been issued an additional Insured, nor does it modify in any manner the Contract of Insurance between the Insured and the Underwriters and the policy cover is of course subject to the Terms and Conditions. There is no obligation on the signatory to advise of any changes to the cover provided.

Should you have any queries or require any additional information, please do not hesitate to contact me.

Yours faithfully,

Andrea Lees Farrell BA Hons ACII
Account Executive
Aston Lark Limited
Tel: 01622 35 6927
Email: andrea.leesfarrell@astonlark.com



CERTIFICATE OF EMPLOYERS' LIABILITY INSURANCE (a)

(Where required by regulation 5 of the Employers' Liability (Compulsory Insurance) Regulations 1998 (the Regulations) as amended by the Employers' Liability (Compulsory Insurance) (Amendment) Regulations 2008, one or more copies of this certificate must be displayed at each place of business at which the policy holder employs persons covered by the policy. This requirement will be satisfied if the certificate is made available in electronic form and each relevant employee to whom it relates has reasonable access to it in that form)

| | |
|--|-------------------------|
| Policy Number: | P/CCK/10977 |
| Name of Insured including where applicable all Subsidiary Companies unless excluded below: | Sinclair & Rush Limited |
| Excluded Subsidiary Companies: | |
| Date of Commencement of Insurance: | 01 November 2018 |
| Date of Expiry of Insurance: | 31 October 2019 |

We hereby certify that subject to paragraph 2 :-

- 1) the policy to which this certificate relates satisfies the requirements of the relevant law applicable in Great Britain, Northern Ireland, the Isle of Man, the Island of Guernsey, the Island of Jersey or the Island of Alderney (b); and
 - 2) (a) the minimum amount of cover provided by this policy is no less than £5,000,000 (c)
-

Signed on behalf of and (if applicable) other insurers AIG Europe Ltd (Authorised Insurers), being Company/Our/Us/We as defined in the Policy

Jonathan Turner, Chief Executive - Pen Underwriting

Notes

- (a) Where the employer is a company to which regulation 3(2) of the Regulations applies, the certificate shall state in a prominent place, either that the policy covers the holding company and all its subsidiaries, or that the policy covers the holding company and all its subsidiaries except any specifically excluded by name, or that the policy covers the holding company and only the names subsidiaries.
- (b) Specify applicable law as provided for in regulation 4(6) of the Regulations.
- (c) See regulation 3(1) of the Regulations and delete whichever of paragraphs 2(a) or 2(b) does not apply. Where 2(b) is applicable specify the amount of cover provided by the relevant policy.



Sinclair & Rush

Global Manufacturer of Plastic, Rubber & Foam Components

Sinclair & Rush Ltd
11-13 Spectrum West,
20/20 Business Estate,
St Lawrence Avenue,
Maidstone ME16 0LL
01634 686 504

PENINSULA BUSINESS SERVICES LTD

**TO ENSURE THAT LEGAL REQUIREMENTS IN
ACCORDANCE WITH
EMPLOYMENT LEGISLATION
ARE COMPLIED WITH
SINCLAIR & RUSH LTD**

**HAVE RETAINED THE CONSULTANCY SUPPORT OF
PENINSULA BUSINESS SERVICES LTD
TO DEVELOP AND PROMOTE EMPLOYMENT POLICIES AND
PROCEDURES WITH A VIEW TO CREATING WITHIN THE
BUSINESS A CLIMATE OF GOOD EMPLOYMENT PRACTICES,
EMPLOYMENT RELATIONS AND EQUAL OPPORTUNITIES
FOR ALL STAFF**


PENINSULA
Protecting your business, our business