

## 1 Interpretation

"**Conditions**" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special conditions contained in an Order or agreed in writing between the Buyer and the Supplier;

"**Contract**" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services to include any relevant supply agreement made between the parties.

"**Force Majeure**" means, in relation to either party, any circumstances beyond the reasonable control of that party (including, without limitation, any act of God, explosion, flood, tempest, fire or accident, war or threat of war, sabotage, civil disturbance, acts of any governmental or supra-national authority, currency restrictions and restraints or delays affecting carriers);

"**Input Material**" means any material, data or other information provided by Buyer relating to the Goods and/or Services;

"**Output Material**" means any material, data or other information provided by Supplier relating to the Goods and/or Services;

"**Goods**" means the goods (if any) [including any instalment of the goods or any parts for them] specified on the Order;

"**Order**" means Buyer's purchase order to which these Conditions are annexed or which refers to these Conditions;

"**Personal Data**" means information about living individuals disclosed pursuant to this Contract;

"**Price**" means the price of the Goods and/or the charge for the Services;

"**Services**" means the services (if any) described in the Order.

The terms "Buyer", "Delivery Address" and "Supplier" have the meanings ascribed to them in the Order.

## 2 Basis of Purchase

The Order constitutes an offer by Buyer to purchase the Goods and/or acquire the Services subject to these Conditions. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to Buyer or subject to which the order is accepted or purported to be accepted by Supplier. No variations to the Order or these Conditions shall be binding unless agreed in writing between Buyer and Supplier.

## 3 Price of Goods and Services.

The price of Goods and Services shall be as stated in the Order and, unless otherwise so stated, shall be (a) exclusive of any applicable VAT (which shall be payable by Buyer subject to receipt of a VAT invoice); and (b) inclusive of all charges for packaging, packing, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imports or levies other than VAT. No increase in the Price may be made without the prior written consent of Buyer. Buyer shall be entitled to any discount for prompt payment bulk purchase or volume of purchase customarily granted by Supplier.

## 4 Terms of Payment

Supplier shall be entitled to invoice Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order. Unless otherwise stated in the Order, Buyer shall pay the Price of the Goods and the Services within 45 days of receipt by Buyer of a valid invoice or, if later, after acceptance of the Goods or Services in question by Buyer. Buyer shall be entitled to set off against the Price any sums owed to Buyer by Supplier.

## 5 Delivery

The Goods shall be delivered to, and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order or as otherwise agreed in writing, during Buyer's usual business hours. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract. The Order number must be prominently displayed with each delivery of the Goods. Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Services until Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent. Supplier shall supply to Buyer in good time any instructions or other information required to enable Buyer to accept delivery of the Goods and performance of the Services.

## 6 Risk and Property

Risk of damage to or loss of the Goods shall pass to Buyer upon delivery to Buyer in accordance with the Contract. The property in the Goods shall pass to Buyer upon delivery.

## 7 Warranties and Liability

7.1 Supplier warrants to Buyer (and members of its group) that the Goods (a) will be of satisfactory quality as defined in the Sale of Goods Act 1994 and fit for any purpose held out by Supplier or made known to Supplier in writing at the time the Order is placed; (b) will be free from defects in design, material and workmanship; (c) will correspond with any relevant specification or sample; and (d) will comply with all statutory requirements and regulations relating to the sale of the Goods. Supplier warrants to Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for Buyer to expect in all the circumstances. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then Buyer shall be entitled: (a) to require Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days; or (b) at Buyer's sole option and whether or not Buyer has previously required Supplier to repair the Goods or to supply any replacement Goods or Services, to treat Contract as discharged by Supplier's breach and require the repayment of any part of the Price which has been paid. Supplier shall indemnify Buyer (and members of its group) in full against all liability, loss, damages, costs and expenses incurred (including legal expenses) by Buyer (or any member of its group) as a result of or in connection with: (a) breach of any warranty given by Supplier in relation to the Goods or the Services; (b) any claim that the Goods or the performance of the Services infringe, or their importation use or resale infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any person; (c) any liability under the Consumer Protection Act 1987 in respect of the Goods; (d) any act or omission of Supplier or its employees, agents or sub-contractors in supplying delivering and installing the Goods or performing the Services; (e) any breach of this Contract. Supplier shall use all reasonable endeavours to manufacture or otherwise maintain sufficient stocks of the Goods and available personnel to fulfil its obligations in respect of the Services under the Contract. Where Supplier is not the manufacturer of the Goods, Supplier shall ensure that Buyer has the benefit of all manufacturers' warranties and guarantees in respect of the Goods that are made available to Supplier.

7.2 Notwithstanding the other provisions of these Conditions Supplier agrees that where Buyer makes known to Supplier or introduces Supplier to one of its customers or prospective customers (together "Prospect") Supplier warrants that it will not enter any direct or indirect business relationship with that Prospect and that all negotiations and discussions will be undertaken through Buyer or at Buyer's specific written instruction for a period of 2 years following completion of any Contract for that Prospect.

## 8 Performance of Services

8.1 Supplier undertakes with Buyer to exercise all reasonable skill care and diligence in its performance of the Services and to perform the Services to the industry standards applicable to the Services and Supplier warrants that it has the expertise to perform the Services in such manner having regard to the nature size and complexity of the Services and

8.2 Supplier agrees to perform the Services in accordance with the time framework specified in an Order

8.3 Supplier shall not and shall procure that none of its employees shall contact or deal directly with the Prospects whether in respect of any matters relating to the Contract or otherwise without the consent in writing of Buyer other than as strictly necessary for the provision of Goods and performance of Services and the Supplier shall not make any representations to Prospects either orally or in writing

8.4 In performing the Services Supplier shall comply in all respects with the terms of the Contract so far as the same are applicable to the Services and shall indemnify Buyer from and against all actions proceedings costs claims damages losses demands and liabilities in respect of any breach by Supplier of the terms of the Contract so far as such breach relates to the performance of the Services

8.5 Where key personnel are listed in an Order then the Services shall be carried out by such key personnel or if they or any of them are unable to perform the Services such replacement staff of the Supplier who shall have the relevant expertise and experience and shall have been previously approved by Buyer (such approval not to be unreasonably withheld)

8.6 Buyer shall be entitled to require the key person or any of the key personnel to be replaced if in Buyer's reasonable opinion that person's performance or conduct is unsatisfactory.

## 9 Input material and Output Material

The property and any copyright design rights or other intellectual property rights in:

9.1 any Input Material shall (subject to any such rights of any third party) belong (or continue to belong) to Buyer;

9.2 any Output Material existing prior to the date of the Contract shall belong to Supplier but Supplier shall assign with full title guarantee to Buyer any such property or other rights which it may have for no further consideration upon the completion of the performance of the Services. All Output Material arising from the supply of Goods or Services under a Contract shall be vested in and become the property of Buyer.

9.3 any Input Material or other information provided by Buyer or concerning the Buyer's affairs and Output Material shall be kept confidential by Supplier and its employees and agents.

9.4 Supplier will indemnify Buyer from and against all costs, claims, proceedings or demands in respect of any infringement of letters patent, registered design, trade mark or copyright arising out of the sale or use of any Goods or Services supplied under the Contract, provided always that Supplier shall not be required to indemnify Buyer against such infringements where the Goods or Services are supplied to the particular design or specification of Buyer.

## 10 Termination

10.1 Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or Services by giving notice to Supplier at any time prior to the delivery or performance, in which event Buyer's sole liability shall be to pay to Supplier the Price for the Goods or Services in respect of which Buyer has taken delivery prior to cancellation.

10.2 Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to Supplier at any time if Supplier makes any voluntary arrangement with its Creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation; or a petition is presented for its winding up; or an encumbrancer takes possession of, or a receiver is appointed over, any of the property or assets of Supplier; or Supplier ceases, or threatens to cease, to carry on business; or Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to Supplier and notifies Supplier accordingly.

## 11 Information

Any plans, bespoke software, drawings, photographs, data or other information, whether contained in a specification or otherwise ("Information") relating to the Goods or Services, supplied by Buyer to Supplier or coming to Supplier's attention, or specifically produced by Supplier for Buyer, in connection with the Contract, together with all copyright, design rights or any other intellectual property rights therein, shall be the exclusive property of Buyer and Supplier hereby assigns the same to Buyer and waives or procures the waiver of all moral rights it or any of its personnel may have. Supplier shall not disclose to any third party any such Information except to the extent that it is or becomes public knowledge through no fault of Supplier, or as required for the purpose of the Contract or required by law or by any regulatory authority.

## 12 Force Majeure

If either party is affected by Force Majeure it shall promptly notify the other party of the nature and extent of the circumstance in question. Notwithstanding any other provision of these Conditions, neither party shall be deemed to be in breach of these Conditions, or otherwise be liable to the other, for any delay in performance or the non-performance of any of its obligations under these Conditions, to the extent that the delay or non-performance is due to any Force Majeure of which it has notified the other party, and the time for performance of that obligation shall be extended accordingly. If either party claims Force Majeure and is accordingly relieved under this paragraph from performing any of its obligations under these Conditions for a continuous period in excess of 1 month, then the other party may, notwithstanding any other provision of these Conditions, terminate these Conditions by giving to the party which has claimed Force Majeure not less than seven days' written notice.

## 13 General

In the event that any special conditions are agreed between the parties, then, in the event of any conflict between the terms of the standard contract and the special conditions, the special conditions shall prevail. The Buyer may perform any of its obligations or exercise any of its rights (including those under paragraphs 7 and 8) hereunder by itself or through any other member of its group, provided that any act or omission of any such other member shall be deemed to be the act or omission of the Buyer. A member of the Buyer's group may enforce the Conditions subject to and in accordance with the Conditions and the provisions of the Contracts (Rights of Third Parties) Act 1999. However, such third party's consent is not required to vary the Contract. Except as provided in this paragraph, a person who is not a party to this Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of these Conditions but this does not affect any right or remedy of a third party which exists or is

available apart from that act. The Order is personal to the Supplier and the Supplier shall not assign or transfer or sub-contract to any other person any of its rights or obligations under the Contract.

## 14 Notices, invalidity and waiver

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 such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. No waiver by Buyer of any breach of the Contract by Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision. 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 other provisions of these Conditions and the remainder of the provisions in question shall not be affected thereby. Any reference in these Conditions to any provision of any statute shall be construed as a reference to that provision, as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

## 15 Miscellaneous

The Supplier shall not use Buyer's name for any promotional or publicity purposes without the express written consent of Buyer. Supplier must at all times comply with all applicable UK laws (including, but not limited to environmental protection, data protection and health and safety legislation) in force from time to time. Supplier warrants that it maintains adequate contingency or disaster recovery procedures so that it can continue to provide the Goods and Services with the minimum of delay in the event of disruption. Supplier agrees with Buyer not to solicit any of Buyer's employees without prior consent of Buyer and not to employ an employee from Buyer without discussion between the respective personnel managers and prior consent of Buyer.

## 16 Headings

The heading to Conditions shall not affect their interpretation.

## 17 Governing Law

17.1 These Conditions shall be governed by and construed in accordance with English law and Supplier hereby irrevocably submits to the jurisdiction of the English courts. The submission to such jurisdiction shall not (and not be construed so as to) limit the right of Buyer to take proceeding against Supplier in any other court of competent jurisdiction, nor shall the taking of proceeding in any way one or more jurisdiction preclude the taking of proceeding in any other jurisdiction whether concurrently or not.

17.2 Buyer and Supplier retain all statutory rights not inconsistent herewith.

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