

Standard Terms and Conditions for the Purchase of Goods

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1. Application	
<p>The Purchaser hereby orders and the Supplier, by accepting the purchase order, agrees that it will supply the Goods specified within the Order upon and subject to these conditions which shall govern the Contract to the exclusion of any other terms and conditions. Any reference to the supplier’s quotation, specification, price list or like document shall be solely for the purpose of describing the Goods to be supplied and no terms and conditions endorsed upon, delivered with or referred to in such apply to the Contract.</p>	
2. Interpretation	
2.1 In these Conditions:-	
"Business Day"	means any day other than a Saturday, Sunday or bank holiday;
"the Purchaser"	means the entity or person so described in the Order;
"these Conditions"	means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Purchaser and the Supplier. In the event of a conflict between these terms and conditions of purchase and any special terms and conditions then the special terms and conditions shall take precedence;
"the Contract"	means the contract for the sale and purchase of the Goods constituted by the Supplier’s acceptance of the Order in accordance with these Conditions;
"the Delivery Address"	means the address stated on the Order for delivery of the Goods;
"the Goods"	means the goods (including any instalment of the goods or any part of them) described in the Order;
"the Order"	means the Purchaser’s purchase order to which these Conditions are annexed by reference;
"the Price"	means the price of the Goods;
"the Supplier"	means the entity or person so described in the Order;
"Specification"	includes any plans, drawings, data or other information relating to the Goods; and
"Writing"	includes facsimile, transmission, electronic mail and comparable means of communication.

- 2.2 Any reference in these Conditions to a statute or a provision of a statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.
- 2.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.
- 2.4 All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language.

3. Basis of Purchase

- 3.1 The Order constitutes an offer by the Purchaser to purchase the Goods subject to these Conditions.
- 3.2 The Supplier shall accept the Order placed by the Purchaser and a binding contract for the supply of the Goods, subject to these conditions, shall exist by whichever is the earlier of: -
- 3.2.1 the Supplier's acceptance of the Order, in writing or orally, subject to these conditions; or
- 3.2.2 Delivery of Goods
- 3.3 Any typographical clerical or other accidental error or omission in the Order placed by the Purchaser or in any drawings, specifications, instructions, tools or other material supplied by the Purchaser, shall be subject to correction without any liability on the part of the Purchaser.
- 3.4 No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Supplier.

4. Specification

- 4.1 The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Purchaser to the Supplier or agreed in writing by the Purchaser.
- 4.2 Any Specification supplied by the Purchaser to the Supplier, or specifically produced by the Supplier for the Purchaser, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the Specification, shall be the exclusive property of the Purchaser. The Supplier shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.
- 4.3 The Goods shall be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.
- 4.4 The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Purchaser to inspect or test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and to provide the Purchaser with any facilities reasonably required by the Purchaser for inspection or testing.
- 4.5 If as a result of inspection or testing the Purchaser is not satisfied that the goods will comply in all respects with the Contract, and the Purchaser so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure

	compliance.
4.6	The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
5. Price	
5.1	The Price of the Goods shall be as stated in the Order and, unless otherwise so stated, shall be:-
5.1.1	exclusive of any applicable value added tax (which shall be payable by the Purchaser subject to receipt of a VAT invoices); and
5.1.2	inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.
5.2	No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Purchaser in writing.
5.3	The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.
6. Payment	
6.1	The Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods, as the case may be, and each invoice shall quote the number of the Order.
6.2	Unless otherwise stated in the Order, the Purchaser shall pay the Price of the Goods within 45 days after receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the contract.
6.3	The Purchaser shall be entitled to set off against the Price any sums owed to the Purchaser by the Supplier.
7. Delivery	
7.1	The Goods shall be delivered to the Delivery Address on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours.
7.2	Where it is agreed in writing that the date of delivery of the Goods is to be specified by the Supplier after the placing of the Order, the Supplier shall give the Purchaser reasonable notice in writing of the specified date.
7.3	The time of delivery of the Goods is of the essence of the Contract.
7.4	A packing note clearly quoting the number of the Order must accompany each delivery or consignment of the goods.
7.5	If the goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
7.6	The Purchaser 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 until the Purchaser has had a reasonable time to inspect them following delivery.
7.7	The Supplier shall supply the Purchaser in good time with any instructions, drawings, certificates or other information to enable the Purchaser to accept delivery of the Goods.

7.8	The Purchaser shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Purchaser.
7.9	The Purchaser shall not be deemed to have accepted the Goods until it has had 30 working days to inspect them following delivery or collection as the case may be. The Purchaser shall also have the right to reject the Goods as though they had not been accepted for 45 working days after any latent defect in the Goods has become apparent.
8. Quality	
8.1	The Supplier will ensure that the Goods will meet the Purchaser's requirements with regard to any quality, fitness for purpose, quantity or specifications, which are set out in the Order.
9. Risk and Title	
9.1	Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract.
9.2	Title in the Goods shall pass to the Purchaser upon delivery, unless payment for the Goods has been agreed to be made prior to delivery, when it shall pass to the Purchaser once payment has been made and the Goods have been appropriated to the Contract.
9.3	Title and risk in the Goods or any part thereof which do not comply with the requirements of the Order and which are rejected by the Purchaser shall re-vest in the Supplier on return to the Supplier.
10. Assignment	
10.1	The Purchaser may assign the Contract or any part of it to any person, firm or company.
10.2	The Supplier shall not be entitled to assign the Contract or any part of it without the prior written consent of the Purchaser.
11. Warranty	
11.1	The Supplier warrants to the Purchaser that the Goods:- <ul style="list-style-type: none"> 11.1.1 will, both at the time of delivery and for the period stated within Sub-clause 11.2, be of the best available design, quality, material and workmanship and conform in all respects with the Order and Specification supplied or advised by the Purchaser to the Supplier; 11.1.2 will be free from defects in design, material and workmanship; 11.1.3 will correspond with any relevant Specification or sample; and 11.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.
11.2	The Supplier will repair, replace or rectify any of the Goods (or any replacement) which are defective at no cost to Purchaser. The Supplier's obligation shall apply only when the Goods are used in accordance with the Supplier's specification or if no specification exists, used in accordance with their ordinary purpose. The Supplier's obligation shall cease 12 months from delivery.
12. Termination	
12.1	The Purchaser shall be entitled to cancel the Contract in respect of all or any part of the Services by giving notice in writing to the Supplier at any time including prior to or during performance of the Services, in which event the Purchaser's sole liability shall be to pay to

the Supplier the Fees for those terminated elements of the Services executed up to the date of termination plus any demonstrable costs which have been committed to and cannot be recouped by Supplier.

- 12.2. The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:-
- a) Supplier commits a breach of any of the provisions of this Contract and, if the breach is capable of remedy, it fails to remedy it within 2 Business Days after being given written notice giving full particulars of the breach and requiring it to be remedied;
 - b) the Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - c) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - d) the Supplier ceases or threatens to cease, to carry on business; or
 - e) the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
- 12.3. For the purposes of Clause 12.2a), a breach shall be considered capable of remedy if the Supplier can comply with the provision in question in all respects.
- 12.4 The rights to terminate this Contract given by this Clause 12 shall not prejudice any other right or remedy of Purchaser in respect of the breach concerned (if any) or any other breach.
- 12.5 Upon the termination of this Contract, or any part thereof, for any reason all Clauses which, either expressly or by their nature, relate to the period after the expiry or termination of this Contract shall remain in full force and effect;

13. Remedies

- 13.1 Without prejudice to any other right or remedy which the Purchaser may have, if any Goods are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the Contract the Purchaser shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by the Purchaser:
- 13.1.1 to rescind the Order;
 - 13.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier;
 - 13.1.3 at the Purchaser's option to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
 - 13.1.4 to refuse to accept any further deliveries of the Goods but without any liability to the Supplier;
 - 13.1.5 to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract; and
 - 13.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract

14. Termination

- 14.1 The Purchaser shall be entitled to cancel the Contract in respect of all or part only of the Goods by giving notice in writing to the Supplier at any time prior to delivery or performance, in which event the Purchaser's sole liability shall be to pay to the Supplier the Price for the Goods in respect of which the Purchaser has exercised its right of cancellation, less the Purchaser's reasonable estimate of the Supplier's net saving of cost arising from cancellation.
- 14.2 The Purchaser shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:-
- 14.2.1 the Supplier makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or
 - 14.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
 - 14.2.3 the Supplier ceases or threatens to cease, to carry on business; or
 - 14.2.4 the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

15. Force Majeure

- 15.1 In the event that either party is prevented from fulfilling its obligations under the Contract by reason of any supervening event beyond its control which shall be defined as: war, national emergency, flood, earthquake, strike or lockout (subject to Sub-clause 15.2), then the party shall not be deemed to be in breach of its obligations under the Contract. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.
- 15.2 Sub-clause 15.1 shall not apply with respect to strikes and lockouts where such action has been induced by the party so incapacitated.
- 15.3 If either party is delayed in performing the Contract by a force majeure occurrence, the date of delivery but not the Price, except as otherwise expressly provided in the Contract, shall be adjusted for the period that the force majeure occurrence ensued.
- 15.4 If and when the period of such incapacity exceeds 3 months then this Contract shall automatically terminate unless the parties first agree otherwise in writing.

16. Confidentiality

The Purchaser and the Supplier shall keep the Order and any information, which either party learn about the other in strict confidence and will not disclose the same to any third party without the prior written consent of the other party.

17. Communications

All notices, requests and other communications required or permitted by any clause of this Contract shall be given in writing and shall be sufficiently given or transmitted if delivered by hand, email, express courier service or registered mail and addressed to the physical address or email address of the Purchaser as defined in the Order or such other address or email address as the Purchaser may designate in writing and if to the Supplier to the physical address or email address of the Supplier as defined in the Order or such other address or email address as the Supplier may designate in

writing. Any such communications shall be deemed to have been given on the date of actual receipt by the party to which it is addressed.

18. Waiver

No waiver by the Purchaser of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

19. Severance

If any provisions of these Conditions are 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.

20. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

21. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and the parties agree to submit to the exclusive jurisdiction of the English courts.