

# Purchase Standard Terms & Conditions

## 1. DEFINITIONS

1.1. In this Purchase Order:

- a. "Conditions" shall mean the terms, conditions and warranties of purchase set out in this Purchase Order and excludes any special terms and conditions unless written overleaf on the face of this Purchase Order.
- b. "Contract" shall mean the contract for the sale and purchase of the Goods and/or the supply of the Services under this Purchase Order.
- c. "Goods" shall mean the articles, materials or things of any description which are the subject matter of this Purchase Order and which are described overleaf.
- d. "Information" shall mean:

(i) any information, in whatever form, disclosed to or obtained by the Supplier in connection with and during the term of this Purchase Order which relates to CORRIGENDA' and or CORRIGENDA'S' clients' past, present or future research, development or business activities: and  
(ii) all items prepared for CORRIGENDA in connection with the Services performed under this Purchase Order, including intermediate work products.

- e. "CORRIGENDA" shall mean (unless the context otherwise requires) CORRIGENDA LIMITED and its employees and agents.
- f. "Price" shall mean the price of the Goods and/or the charges for the Services determined in accordance with the terms of this Contract.
- g. "Purchase Order" shall mean this document which, for the avoidance of doubt, includes the Conditions.
- h. "Services" shall mean the services which are the subject matter of this Purchase Order and which are described overleaf on the face of this Purchase Order.

(i) "Supplier" shall mean the person, firm or company to whom this Purchase Order is addressed.

## 2. BASIS OF PURCHASE

- 2.1. This Purchase Order constitutes an offer by CORRIGENDA to purchase the Goods and/or acquire the Services subject to these Conditions.
- 2.2. This Purchase Order shall be deemed to be accepted either by the express oral or written acceptance of this Purchase Order by the Supplier or by the despatch by the Supplier of any part of the Goods and/or the supply by the Supplier of any part of the Services.
- 2.3. This Purchase Order will lapse unless unconditionally accepted by the Supplier within a reasonable time of the date of this Purchase Order in accordance with the terms of clause 2.2.
- 2.4. These Conditions for the supply of the Goods and/or the Services shall be in substitution of any oral arrangements made between CORRIGENDA and the Supplier, and shall prevail over and apply to the exclusion of any other terms or conditions contained in or referred to in the Supplier's quotation or acceptance of order or correspondence or elsewhere or implied by trade custom, practice or course of dealing.
- 2.5. No addition to, variation of, exclusion or attempted exclusion of these Conditions or any of them shall be binding upon CORRIGENDA unless in writing and signed by a duly authorised representative of CORRIGENDA.
- 2.6. Any order for Goods or Services under this Purchase Order is subject to the right of CORRIGENDA to correct any errors and omissions contained in it, and in connection with any such error or omission, CORRIGENDA shall be entitled to:
  - a. (a) return any Goods ordered; and
  - b. (b) repayment from the Supplier of the Price paid.

## 3. Packaging, DELIVERY & acceptance

- 3.1. The Goods shall be delivered to and the Services shall be performed at the address stated on this Purchase Order and or the date or within the period stated on this Purchase Order, and where no date or period is provided for, within a reasonable time of the date of this Purchase Order.
- 3.2. The Goods shall be marked in accordance with CORRIGENDA'S instructions and any applicable regulations or requirements of the carrier and properly packed and secured at the Supplier's risk and expense so as to reach their destination in an undamaged condition.
- 3.3. Time of delivery of the Goods and of performance of the Services, under this Contract, is of the essence.
- 3.4. Two copies of the Advice Note and two copies of the Packing List quoting the number of this Purchase Order are to be forwarded with the Goods to the delivery address and must be displayed prominently.
- 3.5. If the Goods are to be delivered or the Services performed by instalments this Contract will be treated as a single contract and not several, and unless otherwise agreed by the Parties in writing, CORRIGENDA shall not be obliged to accept delivery of part of an order only.
- 3.6. Goods ordered shall be subject to inspection at CORRIGENDA'S discretion and shall not be delivered (or deemed to be delivered) notwithstanding the taking of possession thereof by a carrier whether nominated by CORRIGENDA or not) without a release from an inspector of CORRIGENDA or written waiver of inspection by CORRIGENDA. The type of inspection shall be prescribed by CORRIGENDA, except when the inspection procedure is prescribed by codes, regulations or manufacturer's standards. Notification that the Goods are ready for inspection must be sent to the address stated overleaf 10 days prior to the due delivery date. Inspection or waiver of inspection shall not relieve the Supplier from responsibility or liability, nor shall inspection in any way imply that the Goods are in accordance with the terms of this Purchase Order. Any such Goods later found to be defective, damaged, non-conforming or not of satisfactory quality shall be held at the Supplier's risk

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and returned to the Supplier at its expense. Payment of all or any part of the Price for the Goods shall not constitute CORRIGENDA' acceptance of them, nor impair its rights of inspection or the exercise of any of its remedies.

- 3.7. If as a result of inspection or testing CORRIGENDA is not satisfied that the Goods will comply in all respects with the Contract and CORRIGENDA so informs the Supplier within 7 days of inspection or testing the Supplier shall take such steps as are necessary to ensure compliance.
- 3.8. The Supplier shall supply to CORRIGENDA with the Goods, or if that is not reasonably possible within a reasonable time thereafter, any instructions or other information required to enable CORRIGENDA to accept delivery of the Goods and/or performance of the Services.
- 3.9. CORRIGENDA shall not be obliged to return to the Supplier, nor shall accept any charge for, any packaging or packing materials of any description whatsoever for the Goods whether or not any Goods are accepted by CORRIGENDA.
- 3.10. If the Supplier fails to deliver the Goods or perform the Services on the due date, or within the period specified or, if a period is not specified within a reasonable period, then, without prejudice to any other remedy CORRIGENDA shall be entitled to:
  - a. cancel that part of the order which is uncompleted at the end of the specified period or at the end of the reasonable period or on the due date (as the case may be) without liability to the Supplier in respect thereof; and/or
  - b. purchase the Goods or the Services being the uncompleted part of this Purchase Order elsewhere at CORRIGENDA absolute discretion; and
  - c. charge to the Supplier any costs, losses or expenses which CORRIGENDA may incur as a result of such failure and in exercising its remedies as set out in this clause 3.10.
- 3.11. In the event of CORRIGENDA accepting the Goods notwithstanding the late delivery of the same, CORRIGENDA shall have the right to charge to the Supplier any cost, losses or expenses which CORRIGENDA may incur as a result of such delayed delivery.
- 3.12. CORRIGENDA will not bear the cost of unloading Goods.

## 4. PRICE

- 4.1. The Price shall be as stated in this Purchase Order and, unless otherwise so stated, shall be
  - a. exclusive of any applicable Value Added Tax (which shall be payable by CORRIGENDA subject to receipt of a valid V. A. T. Invoice); and
  - b. inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods and any duties, imposts, taxes or levies other than Value Added Tax.
- 4.2. No increase in the Price of the Goods or Services may be made (whether on account of increased material, labourer transport costs, fluctuations in rates of exchange or otherwise) without the prior written consent of an authorised representative of CORRIGENDA by a written amendment to this Purchase Order.
- 4.3. CORRIGENDA shall be entitled to any discount for prompt payment, bulk purchase or volume purchase. Any period of delay in payment by CORRIGENDA as a result of the Suppliers failure to comply with the instructions of this Purchase Order shall be excluded by the Supplier when determining CORRIGENDA' entitlement to any such discount. The discount period, if any, shall commence on the later of:
  - a. the last day of the month during which CORRIGENDA receives a proper invoice from the Supplier for the Goods or Services in question; and
  - b. the last day of the month during which CORRIGENDA accepted the Goods or Services in question.

## 5. TERMS OF PAYMENT

- 5.1. The Supplier shall be entitled to invoice CORRIGENDA 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 this Purchase Order. The Supplier acknowledges and agrees that CORRIGENDA will not be able to pay any invoice without the correct Purchase Order number quoted on it and will accordingly be entitled to delay payment until a proper invoice is supplied by the Supplier to CORRIGENDA, at which point the normal payment terms set out in clause 5.2. will apply. Invoices are to be submitted to the address of CORRIGENDA specified in this Purchase Order.
- 5.2. Unless otherwise stated in this Purchase Order, the due date for payment of the invoice by CORRIGENDA to the Supplier shall be 32 days after the end of the month during which CORRIGENDA receives an acceptable invoice from the Supplier for the Goods or Services in question. The final date for payment of the invoice is 14 days after the due date for payment.
- 5.3. The provisions of this clause 5.3. and the provisions of clause 5.4. shall only apply where the contract formed by this Purchase Order is a construction contract as defined by sections 104 to 107 of the Housing Grants, Construction and **Regeneration** Act 1996 (as amended, extended or re-enacted from time to time). Where a payment to the Supplier is to differ from that shown in the invoice or CORRIGENDA Intends to withhold payment after the final date for payment as prescribed by clause 5.2. above or the terms of any other contract with the Supplier, CORRIGENDA shall notify the Supplier not less than 1 day before the final date for payment specifying the amount proposed to be withheld and the ground for it or if more than one, each ground and the amount attributable to each of them.
- 5.4. Without prejudice to any other rights or remedies which the Supplier may possess, if CORRIGENDA shall fail to make any payment to the Supplier as provided under these Conditions and no effective notice to withhold payment has been given in accordance with clause 5.3. above, and such failure shall continue for 21 days after due date of the same stating the Suppliers intention to suspend performance and the ground or grounds upon which it intends to suspend performance, the Supplier may suspend further performance of the Services and/or delivery of the Goods (as the case may be) until such payment shall have been made and such suspension as aforesaid shall not be deemed a failure on the

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part of the Supplier to proceed with the delivery of Goods and Services in accordance with the provisions of this Contract. The Supplier shall immediately resume performance of its obligations under this Contract on the next working day following such payment.

- 5.5. For the avoidance of doubt the Supplier and CORRIGENDA acknowledge and agree that CORRIGENDA shall be entitled to set off against the Price (including any VAT payable) any sums owed to CORRIGENDA by the Supplier under this Contract or any other agreement it has with the Supplier provided that CORRIGENDA has fulfilled the requirements of clause 5.3.
- 5.6. The Supplier agrees that CORRIGENDA is entitled to reject invoices submitted more than 12 months after the date that goods or services ( as appropriate) were provided to CORRIGENDA.

### 6. RISK AND PROPERTY

- 6.1. Risk of damage to or loss of the Goods shall pass to CORRIGENDA upon delivery to CORRIGENDA in accordance with this Contract.
- 6.2. The property in the Goods shall pass to CORRIGENDA upon delivery unless payment for the Goods is made prior to delivery when it shall pass to CORRIGENDA once payment has been made and the Goods have been appropriated to This Contract.

### 7. WARRANTIES AND LIABILITY

7.1. The Supplier warrants to CORRIGENDA that the Goods:

- a. shall be new, of first grade and satisfactory quality, and the workmanship performed shall conform with the best standard practice and such Goods shall be fit for the purposes for which CORRIGENDA intends to use such Goods;
- b. will be free from defects in design, material and workmanship;
- c. will correspond with any relevant sample;
- d. will be capable of any standard of performance specified in this Purchase Order or represented to CORRIGENDA by the Supplier; and
- e. will comply in all respects with all statutory requirements, regulations, laws and/or by-laws in force from time to time relating to the sale of the Goods.

7.2. The Supplier warrants to CORRIGENDA that The Services will be performed by appropriately qualified and trained personnel in accordance with the highest standards of due care and skill applicable to the provision of the Services.

7.3. Without prejudice to any other remedy CORRIGENDA may be entitled to, if any Goods or Services are not supplied or performed in accordance with this Contract, then CORRIGENDA shall be entitled:

- a. to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with this Contract within 7 days. or such other reasonable time specified by CORRIGENDA, of any such request by CORRIGENDA; or At CORRIGENDA'S sole option, and whether or not CORRIGENDA has previously required the Supplier to repair the Goods or supply replacement Goods or Services, to treat the Contract as repudiated by the Supplier's breach and require the repayment of any part of the Price which has been paid.

### 8. INDEMNITY and health and safety

8.1. The Supplier shall indemnify CORRIGENDA in full against all liabilities, loss, damages, costs and expenses (including legal expenses) awarded against, incurred or paid by CORRIGENDA as a result of or in connection with:

- a. (a) breach of any warranty given by the Supplier in relation to the Goods or the Services or the breach of any of these Conditions;
- b. (b) that the Goods infringe or their importation, use, sale or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights or any other person;
- c. (c) any other omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods; and
- d. (d) any other omission of the Supplier or any of its employees, agents or sub-contractors in connection with the performance of the Services.

8.2. The Supplier shall be liable for and shall indemnify CORRIGENDA against any claims, costs or proceedings including legal expenses resulting from the death or bodily injury howsoever such death or injury be caused to any person or damage to any property caused by the negligence of the Supplier or its employees, agents or sub-contractors and in respect of loss of or damage to the property of any such persons, whilst in on or about CORRIGENDA'S premises or other places of business. Unless otherwise expressly specified overleaf on this Purchase Order by CORRIGENDA, the Supplier shall ensure that its public liability insurance (and professional indemnity insurance if it is reasonable to do so given the nature of the Goods and/or Services) for a minimum indemnity of £2,000,000 In respect of any one claim or incident during the currency of this Contract and for a reasonable time thereafter ("the Insurance Period). Evidence of such insurance shall, if required, be supplied to CORRIGENDA by the Supplier and such insurance shall in no event be cancelled during the Insurance Period.

8.3. The Supplier shall be solely responsible for the health and safety of its employees, agents and sub-contractors whilst on the premises of CORRIGENDA or CORRIGENDA'S clients and customers and shall comply in all respects with the provisions of the Health and Safety at Work Act 1974 in the performance of its obligations under this Purchase Order.

8.4. The Supplier will ensure that the Goods do not contain asbestos materials or any other material known to be deleterious at the time of delivery of the Goods and the Supplier shall not specify any such materials as pad of its performance of the Services.

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8.5. Except as otherwise expressly provided in this Contract, to the maximum extent permitted by law CORRIGENDA shall not be liable to the Supplier by way of indemnity or by reason of any breach of this Contract or of any statutory duty or by reason of tort (including but not limited to negligence) for any direct, punitive, exemplary, special, indirect or Consequential Loss or damages whatsoever suffered by the Supplier. For the purposes of this Contract the term "Consequential Loss" shall mean any claimer loss including loss of production, loss of profit, loss of revenue, loss of contract, loss of goodwill, liability under any other agreement or liability to third parties and including a payment or repayment of any amounts (or any acceleration thereof) to lenders or creditors of the Supplier or a third party.

### 9. TERMINATION

- 9.1. CORRIGENDA shall be entitled to cancel any order, in whole or in part, for Goods or Services under this Purchase Order by giving two days notice in writing to the Supplier of such cancellation. Upon any such cancellation CORRIGENDA'S sole liability shall be to pay to the Supplier a sum not exceeding the Price for the Goods or Services in respect of which CORRIGENDA has exercised its right of cancellation being a fair and reasonable amount for all work in progress or completed at the time of termination less the Suppliers net saving of costs arising from cancellation and any resale value of such work in progress.
- 9.2. CORRIGENDA shall be entitled to terminate this Contract without liability to the Supplier by giving notice to the Supplier at
- 9.3. any time if:
- (a) the Supplier is in material breach of any of its obligations under this Purchase Order; or
  - (b) the 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 whether compulsorily or voluntarily (otherwise than solely and bona-fide for the purpose of amalgamation or reconstruction); or
  - (c) an encumbrance 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) CORRIGENDA reasonably apprehends that any of the events mentioned above in this clause 9.2. may be about to occur in relation to the Supplier and notifies the Supplier accordingly.

### 10. SUB-CONTRACTS

10.1. The Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under this Contract without the prior written consent of CORRIGENDA, provided that the purchase of parts and materials normally purchased by the Supplier or required by this Purchase Order shall not be construed as sub-contracts. Any such consent shall not relieve the Supplier of any obligation under this Purchase Order.

### 11. INFORMATION

11.1. The Supplier:

- shall not use any Information for any purpose other than for the fulfilment of its obligations under this Contract; and
  - will keep any information it receives secret and confidential and will not disclose the same, other than to its directors, officers and employees engaged in fulfilling the Suppliers obligations under this Purchase Order.
- 11.2. The Supplier shall take all reasonable steps to ensure that the directors, officers employees to whom it shall disclose any of the information in accordance with clause 11.1. shall not disclose the same or any part of that Information to any unauthorised person -
- 11.3. Upon the fulfilment, discharge or termination howsoever arising of this Purchase Order the Supplier will return to CORRIGENDA any and all Information.
- 11.4. CORRIGENDA does not wish to receive from the Supplier any information which is confidential to the Supplier and/or a third party. Hence the Supplier agrees that any information disclosed by the Supplier to CORRIGENDA, whether in tangible or intangible form and howsoever designated, shall be deemed non-confidential, unless stated otherwise in writing by the Supplier, and may be used and disclosed freely by CORRIGENDA without restriction, subject only to the valid patents and copyrights of the Supplier

### 12. WAIVER & Severability

- 12.1. No waiver by CORRIGENDA of any breach of This Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 12.2. 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 provision in question shall not be affected thereby, all of which shall remain in full force and effect.

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### 13. LAW

13.1. The construction validity and performance of this Contract shall be governed by the Laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

### 14. FORCE MAJEURE

14.1.14.1. The Supplier shall not be in breach of this Contract where any delay or inability to supply the Goods or Services is caused by acts of God, a public enemy, fires, floods, explosions or other catastrophes and any other event beyond the reasonable control of the Supplier (a Force Majeure Event).

14.2. In the event of an occurrence of a Force Majeure Event, the Supplier undertakes to:

- a. Notify CORRIGENDA of the occurrence of the Force Majeure Event; and
- b. CORRIGENDA to use all reasonable endeavours to resume the prompt supply of the Goods or Services.

14.3. If a Force Majeure Event shall occur and continue for a period exceeding seven (7) days the Parties shall consult together in good faith to determine what action shall be taken- After such consultation CORRIGENDA shall be entitled, without incurring any liability to the Supplier, to cancel the order for the Goods and/or Services and to engage another supplier to provide the Goods or Services to CORRIGENDA.

14.4. If the ability of CORRIGENDA to accept delivery of the Goods and/or Services is delayed, hindered or prevented by circumstances beyond the reasonable control of CORRIGENDA, such delivery shall be suspended and if it cannot be effected within a reasonable time after the due date then it may be cancelled by notice in writing by CORRIGENDA to the Supplier

### 15. MISCELLANEOUS

15.1. The Supplier shall not make or offer gifts or gratuities of any type to CORRIGENDA employees or members of their families

15.2. The Supplier shall at all times comply and act as to enable CORRIGENDA to comply with and shall indemnify CORRIGENDA against all liabilities, loss, damages, costs and expenses, including legal expenses, incurred or paid by CORRIGENDA as a result of or in connection with a breach of this Condition) all applicable laws, statutory regulations and enactments.

15.3. Subject to the provisions of clause 16.2. below, 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 its principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

15.4. The Supplier shall be liable for the value of any materials and/or components which CORRIGENDA may send to it in connection with this Purchase Order and shall bear the cost of replacement of any such materials and/or components lost, damaged or destroyed from any cause whatsoever.

15.5. The Supplier guarantees all Goods supplied by it for a period of 12 months from acceptance or initial normal working operation whichever is the latter, and shall replace, without cost to CORRIGENDA, any of the Goods which shall prove defective under normal operating conditions during this period. All costs incurred in dismantling or re-installing defective goods shall be to the Supplier's account and payable by the Supplier to CORRIGENDA within 30 days of receiving an invoice for the same.

15.6. The Supplier warrants that the Goods and/or the Services are millennium compliant as defined by the British Standards Institution (reference DISC 902000-1: 1998. A definition of Year 2000 Conformity requirements" ISBN 0580 305 074k

15.7. The Supplier and CORRIGENDA acknowledge and agree that no third party is intended to enforce any of the Conditions of this Purchase Order and that no third party is intended to be conferred with any rights or benefits under these Conditions or this Purchase Order.

### 16. ADJUDICATION

16.1. The provisions of this clause 16. shall only apply where the contract formed by this Purchase Order is a 'construction contract' as defined by sections 104 to 107 of the Housing Grants, Construction and Regeneration Act 1996 (as amended, extended or re-enacted from time to time).

16.2. The Supplier may by notice to 'CORRIGENDA' Financial Director ask for adjudication on any dispute, difference or question arising out of, or relating to, these Conditions during the course of the performance of the Services and/or the delivery of the Goods. The notice shall specify the matter in dispute and shall set out the principal facts and arguments relating to it. Copies of all relevant documents in the possession of the Supplier shall be attached to the notice.

16.3. On receipt of a notice of adjudication (CORRIGENDA Financial Director shall nominate a solicitor or some other professional person to act as an independent adjudicator. Appointment of the adjudicator and referral of the dispute to him or her should be made within 7 days of notice of the adjudication.

16.4. CORRIGENDA may submit representations to the adjudicator not later than 14 days from receipt of the Supplier's notice.

16.5. The adjudicator shall notify his decision for which he need not give reasons to CORRIGENDA and the Supplier not later than 28 days from receipt of the Supplier's notice- The decision shall state how the cost of the adjudicator's salary or fee shall be apportioned between the parties. Each party shall otherwise bear its own costs of adjudication

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- 16.6. In coming to a decision the adjudicator shall have regard to how far the Parties have complied with any procedures in these Conditions relevant to the matter in dispute and to what extent each of them has acted promptly, reasonably and in good faith. The adjudicator shall not be liable for the way in which he or she conducts his or her functions as an adjudicator unless his or her act or omission is in bad faith
- 16.7. The decision of the adjudicator on any matter referred to him will be binding until the earlier of the determination of this Purchase Order or the delivery of the Goods and/or the performance of the Services are completed