

TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

In these terms, xx Limited is “**We** or **Us**” and the Supplier is “**You**”.

1 TERMS

This Contract is placed on the terms and conditions that appear below and any other terms and conditions which We have notified to You in writing. We do not accept and hereby reject any terms or conditions quoted or offered by You unless they have been expressly accepted in writing by one of our authorised representatives. If You are not prepared to supply goods (“**Goods**”) or services (“**Services**”) (hereinafter collectively referred to as “**Deliverables**”) on these terms and conditions You should return this Contract endorsed ‘Rejected’ and not take any steps to supply the Deliverables.

2 THE DELIVERABLES

- 2.1 The Deliverables shall conform in all respects with: (i) any samples provided by either party; (ii) any particulars specified in this Contract; and (iii) any variations agreed by us in writing thereto.
- 2.2 The Deliverables shall conform in all respects with the requirements of any statutes, orders, regulations and bye-laws from time to time in force.
- 2.3 The Deliverables shall be: (i) of satisfactory quality; (ii) free from defects in material and workmanship; and (iii) fit and sufficient for the purpose for which such Deliverables are ordinarily used and for any particular purpose made known to You by Us. We rely on your skill and judgement in the supply of the Deliverables and the execution of this Contract.
- 2.4 Any Services shall be performed by appropriately qualified and trained personnel using reasonable skill and care and to a high standard of quality in accordance with generally recognised commercial practices.

3 THE PRICE

- 3.1 The price of the Deliverables shall be as stated in the particular Order and no increase will be accepted by Us unless agreed by Us in writing.
- 3.2 You must e-mail your invoice to Apinvoices-CTB@gov.sscl.com. Invoices submitted by post or facsimile will not be processed or paid.
- 3.3 We will pay all valid, undisputed invoices, submitted by You to Us, within the Payment Period. The Payment Period is the duration of time that commences on the date that We receive the undisputed invoice from You and runs until the next available payment processing date, being the third business day of the relevant month, which follows a period of 30 (thirty) days from the date We receive the undisputed invoice from You. Invoices must only be sent after the Deliverables have been delivered.
- 3.4 Evidence of any expenses claimed must be submitted with your invoice (together with any timesheets where We have agreed to pay You on a time and materials basis).
- 3.5 Without prejudice to the generality of the foregoing, We will not be obliged to pay any invoices which do not comply with our travel and expenses policies (copies of which are available on request) and with the provisions of this clause 3. Any invalid invoice will be returned to You.
- 3.6 The Order number shown overleaf must be quoted by You on your invoice and on all other documentation and correspondence relating to the Order.

Invoices which do not quote our Order number will not be paid.

4 DELIVERY

- 4.1 The Deliverables shall be delivered to the address shown in the relevant Order. Any access to premises and any labour and equipment that may be provided by You in connection with delivery or installation shall be provided without acceptance by Us of any additional cost or liability whatsoever unless due to the negligence of Us or our servants or agents. You shall indemnify Us in respect of any action, fine, claim, demand, damage, loss, charge, cost and expense of whatever nature which We may suffer or incur as a result of or in connection with any damage or injury occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of You or any of your servants, agents or sub-contractors.
- 4.2 The time of delivery shall be of the essence and your failure to deliver on time shall enable Us (at our option) to release ourselves from any obligation to accept and pay for the Deliverables and/or to cancel all or part of this Contract, or any Order, in either case without prejudice to our other rights and remedies.

5 PROPERTY AND RISK

Property and risk in the Goods shall pass to Us at the time of delivery.

6 FAULTY DELIVERABLES

- 6.1 Where the Deliverables are defective or You are otherwise in breach of these terms and conditions We may at our option within one (1) month of delivery of the Deliverables or such longer period as is reasonably necessary for Us to discover any breach or (if longer) the period usually offered by You under your guarantee: (i) have the Deliverables repaired or replaced by You at your cost; or (ii) reject the Deliverables in whole or in part and recover any sums paid to You.
- 6.2 Any Deliverables rejected or returned by Us shall be returned to You at your risk and expense.

7 ASSURANCE

You hereby warrant that the Deliverables supplied to Us will not be adversely affected by or cease in any way to operate properly in whole or in part as a result of the introduction of the Euro in the United Kingdom or as a result of any date used by or inputted into the Deliverables between 01.01.1999 and 31.12.2049.

8 INDEMNITY

You will indemnify Us in respect of all claims, losses, damages, fines or costs of whatever nature (including but not limited to loss of profits, loss of anticipated savings and all other consequential losses) arising directly or indirectly from:

- (i) any breach of any warranty, term or condition contained herein;
- (ii) non-delivery, late delivery or short delivery;
- (iii) damage to property or injury to any person that arises from any defect in the Deliverables or their packaging or from your performance of this Contract and/or any Order;
- (iv) misleading or inaccurate information contained in any associated instructions or documentation;
- (v) infringement or alleged infringement of any patent, trade mark, copyright, design right or other intellectual property rights; and/or
- (vi) any other act or omission by You, your servants, agents or subcontractors in relation to this Contract.

9 OWNERSHIP RIGHTS

All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to You

by Us or created by You for Us pursuant to this Contract shall be and remain our sole property and You shall not (except to the extent necessary for the implementation of this Contract) without our prior written consent use or disclose any such specifications, plans, drawings, patterns, models, designs, materials or any other information (whether or not relevant to this Contract) which You may obtain in connection with this Contract and in particular (but without prejudice to the generality of the foregoing) You shall not refer to Us or this Contract or use any trademark belonging to Us in any advertisement without our prior written agreement.

10 CANCELLATION

Without prejudice to any other remedy, We may cancel this Contract, or any Order, immediately at any time without further liability to You following: (i) any breach or non-observance of any term or condition of this Contract or any Order; (ii) any act of bankruptcy, petition for bankruptcy or winding-up or the passing of a resolution for winding-up or the appointment of a receiver or administrative receiver of You, any part of your business or any of your assets; or (iii) in the event You cease or threaten to cease to carry on your business.

11 INSTALMENTS

Where the Deliverables are to be delivered in instalments, each delivery shall constitute a separate Order and failure by You to deliver any one or more of the instalments in accordance with these terms and conditions or any claim by Us in respect of any one or more instalments shall entitle Us to treat this Contract as a whole as repudiated.

12 ASSIGNMENT

You may not sub-contract or assign your rights or obligations unless We have consented in writing. Where We consent, You will remain jointly and severally liable with the sub-contractor or assignee for their acts and omissions.

13 WAIVER

Should We delay or fail to enforce any of the terms or conditions of this Contract, or the resulting Order, it shall not constitute a waiver of our right to enforce any other term, or the same term on a later occasion, unless expressly confirmed by Us in writing.

14 SEVERABILITY

In the event of any term or condition of this Contract being deemed or held to be void or unenforceable the other terms and conditions shall remain in full force and effect.

15 GOVERNING LAW

You agree that this Contract, and the resulting Order, are governed by English Law and You submit to the non-exclusive jurisdiction of the English Courts.

16 FORCE MAJEURE

Neither party will be liable to perform its obligation to the extent that it is prevented from or delayed in the carrying on of its obligations hereunder due to circumstances beyond its reasonable control ("**Force Majeure**") including, but not limited to, acts of God, fire, flood, lightening, war, revolution, acts of terrorism. We will have the right to terminate this Contract and any Order where You are unable to perform your contractual obligations owing to a situation of Force Majeure which has continued for at least one (1) day.

17 EXCLUSION OF THIRD PARTY RIGHTS

No term herein, express or implied is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to this Contract and any resultant Order.

18 NOTICES

Any notice given under or pursuant to this Contract may be sent by hand or by post or by facsimile transmission or other means of telecommunication resulting in the receipt of a written

communication in permanent form and if so sent or transmitted to the address shown on this Contract (or to such other address as the party may by notice to the other have substituted therefor), shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.

19 VARIATIONS

19.1 No variation to these terms and conditions shall be binding unless agreed in writing between the authorised representatives of Us and You.

19.2 In the event of any conflict or inconsistency between the terms specified in this Contract and the terms of any separate written Order between Us and You, the Contract terms shall take precedence over the terms specified in the Order to the extent of the conflict or inconsistency.

20 SURVIVAL OF TERMS

The provisions of clauses 2 (The Deliverables), 6 (Faulty Deliverables), 7 (Assurance), 8 (Indemnity), 9 (Ownership Rights), 12 (Assignment), 13 (Waiver), 15 (Governing Law) and 17 (Exclusion of Third Party Rights) shall survive any termination of these terms and conditions.

21 HEADINGS

The headings to these terms and conditions shall not affect their interpretation.

22 ANTI-BRIBERY AND CORRUPTION

22.1 You undertake to comply with our Anti-Bribery Policy – Agents, Business Partners & Suppliers (a copy of which will be provided on request) and to ensure compliance by each employee, authorised representative and subcontractor of You or of any affiliated company.

22.2 You will be directly liable to Us for any breach by any person associated with You who is performing Services in connection with this Agreement.

22.3 If You (including any person associated with You who is performing Services in connection with this Agreement, in all cases whether or not acting with your knowledge) breaches the provisions of this clause 22, We may terminate this Agreement on provision of written notice with immediate effect and without further liability.

These terms and conditions are signed by and between the parties by their authorised representatives as follows:

Xx Ltd

Signature: _____

Name: _____

Title: _____

Date: _____

Supplier

Signature: _____

Name: _____

Title: _____

Date: _____