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1 GENERAL

1.1 In these Conditions:

- 1.1.1 “Contract” means the Order and the Supplier’s acceptance of the Order;
- 1.1.2 “Customer” means the party identified in the Order together with the Chief Officer(s) and/or the Policing Body(ies) of the relevant police force(s)/police force area(s) of that party;
- 1.1.3 “Data Protection Law” means:
 - (a) the General Data Protection Regulation (Regulation (EU) 2016/679), the Law Enforcement Directive (Directive (EU) 2016/680) and any applicable laws implementing the Directives into UK law, all as amended from time to time;
 - (b) the Data Protection Act 2018 to the extent that it relates to the processing of personal data and privacy; and
 - (c) all other applicable law about the processing of personal data and privacy;
- 1.1.4 “Goods” means any goods agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them);
- 1.1.5 “Intellectual Property Rights” means any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.6 “Losses” means losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);
- 1.1.7 “Order” means the Customer’s written instruction, incorporating these Conditions, requesting the Supplier to deliver the Goods;

- 1.1.8 "Personnel" means any and all of the Supplier's employees, agents, representatives or sub-contractors;
- 1.1.9 "Supplier" means the person, firm or company who receives and accepts the Order from the Customer for the supply of the Goods.
- 1.2 In these Conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.
- 1.3 In these Conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.
- 1.4 In these Conditions, the headings will not affect the construction of these Conditions.
- 1.5 The Customer shall only be bound by an Order placed by the Customer on the Customer's order form signed by a duly authorised representative of the Customer and subject to these Conditions.
- 1.6 These Conditions are the only conditions upon which the Customer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.
- 1.7 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.
- 1.8 Subject to Condition 1.5, each Order for Goods by the Customer to the Supplier shall be deemed to be an offer by the Customer to purchase the Goods subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or part accepts the offer.
- 1.9 The Customer may, without liability and without prejudice to its other rights under these Conditions or at law, withdraw any offer or Order for Goods at any time prior to any acceptance by the Supplier in accordance with Condition 1.8.
- 1.10 No variation, cancellation or waiver of these Conditions or the Contract shall be valid unless made in writing and signed by a duly authorised representative of the Customer.
- 1.11 Nothing in the Contract nor in these Conditions shall operate so as to create or imply any restriction or prohibition that might prevent the Customer from:
- 1.11.1 procuring the Goods or any of them from third parties or providing them itself; or
- 1.11.2 dealing with the Supplier's competitors or any other third party which provides goods similar to or competing with the Goods.
- 1.12 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Customer's behalf or otherwise bind the Customer in any way.
- 1.13 The rights and remedies provided under these Conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these Conditions (or the exercise thereof) shall not be considered as limiting the Customer's rights or remedies under any other provision of these Conditions (or the exercise thereof).
- 1.14 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.
- 1.15 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

2 QUALITY AND DEFECTS

- 2.1 The Supplier warrants (without prejudice to any rights which the Customer may have under the Contract or at law) that:
- 2.1.1 the Supplier shall provide (at its own expense) all staff, equipment, tools, appliances, materials, items and other facilities necessary for the provision of the Goods;
 - 2.1.2 the Supplier shall (and shall ensure that the Personnel shall) comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency, safety and security services and guidelines issued by the Customer from time to time (including the Customer's requirements in relation to security and background checks) applicable to the supply of the Goods;
 - 2.1.3 the supply, receipt or use of the Goods shall not infringe the Intellectual Property Rights of any third party;
 - 2.1.4 the Goods shall:
 - (a) correspond with their description and any specification set out or referred to in the Order;
 - (b) be of the best quality and use the best quality materials, standards, designs and techniques;
 - (c) be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication, and in this respect the Customer relies on the Supplier's skill and judgment;
 - (d) be free from defects in design, material and workmanship and remain so for twelve months after delivery;
 - (e) comply with all applicable statutory and regulatory requirements including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and
 - (f) be delivered by their due date for delivery.
- 2.2 The Customer's rights under these Conditions are in addition to the statutory conditions implied in favour of the Customer by the Sale of Goods Act 1979 and Supply of Goods and Services Act 1982.
- 2.3 The Supplier shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and shall comply with all applicable laws and regulations in the performance of the Contract.
- 2.4 The Supplier shall, if requested, assign to the Customer the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or supplier of the Goods (or any part of the Goods).
- 2.5 The Supplier shall immediately notify the Customer of any:
- 2.5.1 delay or likely delay in the delivery, dispatch or provision of the Goods;
 - 2.5.2 breach or anticipated breach of its obligations in the Contract; and/or
 - 2.5.3 changes in its organisation or method of doing business, which might affect the performance of its duties under the Contract.
- 2.6 The Supplier shall further ensure that all Goods containing or consisting of computer hardware and/or software ("Computer Systems"):
- 2.6.1 are free from defects and/or disabling codes and have been duly tested to ensure that there are no hidden defects or disabling codes and are subject to recognised and appropriate release procedures, including the latest version of a proprietary virus detection software package approved by the Customer, and the Supplier shall procure that corresponding obligations are imposed on any sub-contractor(s);
 - 2.6.2 in respect of software, have been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme;
 - 2.6.3 will comply and function substantially in accordance with their user documentation.

- 2.7 If any of the Goods fail to comply with any of the provisions in this Condition 2, the Customer shall have available to it the remedies listed in Condition 11, any one or more of which it may exercise in its entire discretion and whether or not the Customer has already accepted the Goods.
- 2.8 The Supplier shall provide applicable hazard information such as material safety data sheets and shall inform the Customer of all regulations, guidance and significant risk (statutory or otherwise) which the Supplier knows or believes to be associated with the Goods and/or any combination of the Goods with another product/service.
- 2.9 In the event of any release or spillage of substances hazardous to the environment, the Supplier will notify the Customer and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.
- 2.10 The Supplier shall, at the reasonable request of the Customer, immediately (and without any compensation being payable by the Customer) remove or replace any of its Personnel from the performance of its obligations under the Contract provided that any replacement is of equivalent status, knowledge and experience as the Personnel removed and is approved by the Customer.

3 CONFIDENTIALITY

- 3.1 During the term of the Contract and after termination or expiry of the Contract for any reason, neither party shall:
- 3.1.1 disclose any information concerning or relating to the other party, which a reasonable person would regard as confidential, to any other person other than with the prior written consent of the other party or in accordance with Condition 3.2 or Condition 3.3; or
 - 3.1.2 use any of the other party's confidential information for any purpose other than to perform its obligations and/or exercise its rights under the Contract.
- 3.2 A party ("Receiving Party") may disclose confidential information belonging to the other party to its employees, agents, representatives, sub-contractors and advisers to the extent that it is necessary to enable the Receiving Party to perform its obligations and/or exercise its rights under the Contract provided that the Receiving Party shall ensure that each recipient:
- 3.2.1 only uses the information for that purpose;
 - 3.2.2 understands that the information is confidential;
 - 3.2.3 is made aware of and complies with all the obligations of confidentiality set out in the Contract. The Receiving Party shall be responsible for any failure by any of its recipients to observe the obligations of confidentiality in the Contract as though it were a breach committed by the Receiving Party.
- 3.3 The obligations contained in this Condition 3 shall not apply to any confidential information which:
- 3.3.1 is, at the date of the Order, in or, at any time after the date of the Order, comes into the public domain other than through breach of the Contract;
 - 3.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other party to have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was provided to it by the other party;
 - 3.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (who has not derived it directly or indirectly from the other party), who is rightfully in possession of such confidential information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other party; or
 - 3.3.4 without prejudice to Condition 4, is required, by law, court order or any governmental or regulatory authority, to be disclosed.

4 FREEDOM OF INFORMATION AND DATA PROTECTION

- 4.1 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and cooperate with the Customer (at the Supplier's expense) to enable the Customer to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the Customer any request for information pursuant to

- the FOIA or EIR received by the Supplier (or its Personnel) as soon as practicable following receipt and in any event within 3 days of receipt.
- 4.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the Customer.
- 4.3 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information:
- 4.3.1 without consulting with the Supplier; or
- 4.3.2 following consultation with the Supplier and having taken its views into account, provided always that where Condition 4.3.1 applies the Customer shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate and without putting itself in breach of any applicable law, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.
- 4.4 The Supplier shall ensure that all information (as defined by the FOIA) produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.
- 4.5 The Supplier acknowledges that the Customer is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 ("Transparency Obligations").
- 4.6 The Supplier gives consent to the Customer to publish the contents of the Contract, the contents of the Supplier's tender response (if any), information regarding any tender process for the Contract and information on the amounts paid to the Supplier under the Contract to enable it to comply with its Transparency Obligations.
- 4.7 The Supplier acknowledges that:
- 4.7.1 the Customer shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and
- 4.7.2 any lists or schedules provided by it outlining confidential information are of an indicative value only and that the Customer may be obliged to disclose confidential information in accordance with Condition 4.3 and/or Condition 4.5.
- 4.8 The Supplier shall comply with Data Protection Law. Each party agrees to use all reasonable efforts to assist the other party to comply with Data Protection Law to the extent applicable to the performance of the Contract.
- 4.9 The parties agree that nothing in the Contract is intended to undermine, exclude or in any way limit the rights of Data Subjects (as defined in Data Protection Law) as set out in Data Protection Law (including those in Articles 79 and 82 of the General Data Protection Regulations (Regulation (EU) 2016/679)) against the Customer, the Supplier, any sub-contractor or sub-processor.
- 4.10 The provisions of this Condition 4 shall survive termination or expiry of the Contract.

5 PRICE AND PAYMENT

- 5.1 The price for the Goods ("Price") shall be stated in the Order (or, if no price is stated in the Order, the price set out in the Supplier's published price list applicable on the date the Order is deemed accepted under Condition 1.8) and, unless otherwise agreed in writing by the Customer, shall be exclusive of value added tax (which shall be payable by the Customer subject to receipt of a valid VAT invoice) but inclusive of all other charges.
- 5.2 Neither variation in the Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Customer.
- 5.3 Unless otherwise stated in the Order, the Supplier shall invoice the Customer on completion of delivery of all of the Goods set out in that Order or, where the parties have agreed to delivery in instalments, following completion of delivery of the agreed instalment.
- 5.4 Unless otherwise agreed in writing by the Customer, each invoice shall include the following information:

- 5.4.1 the purchase order number (if any) of the Order to which it relates or, in the absence of a purchase order number, the name of the Customer's contact who placed the Order;
 - 5.4.2 an invoice number;
 - 5.4.3 a detailed description of the Goods;
 - 5.4.4 the location(s) and date(s) for delivery of the Goods;
 - 5.4.5 the Supplier's VAT number;
 - 5.4.6 the amount due exclusive of VAT, other duty or early settlement discount;
 - 5.4.7 the VAT rate and VAT amount;
 - 5.4.8 the amount of any other duty or early settlement discount;
 - 5.4.9 the amount due inclusive of VAT and any other duty or early settlement discount;
 - 5.4.10 details of the Supplier's BACS details or other method of payment;
 - 5.4.11 the Supplier's contact details;
 - 5.4.12 the date of the invoice,
- and shall be supported by such other information as is required by the Customer to verify the accuracy of the invoice.
- 5.5 The Customer shall pay the Price within 30 days from the date of receipt by the Customer of a correctly submitted valid and undisputed invoice from the Supplier, or, if later, after acceptance of the Goods by the Customer, but time for payment shall not be of the essence of the Contract.
 - 5.6 The Customer shall accept and process for payment an electronic invoice submitted for payment by the Contractor where the invoice is undisputed and where it complies with the standard on electronic invoicing.
 - 5.7 For the purposes of Condition 5.6, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.
 - 5.8 Without prejudice to any other rights or remedies it may have, the Customer shall be entitled to set off any amount owing at any time from the Supplier to the Customer against any amount payable by the Customer to the Supplier under the Contract.
 - 5.9 Payment for the Goods by the Customer shall not be deemed to be a waiver of any rights which the Customer might have against the Supplier to reject the Goods or to claim damages in respect of the provision of the Goods.
 - 5.10 Interest shall be payable on the late payment of any undisputed invoices for Goods at the statutory rate specified by the Late Payment of Commercial Debts (Interest) Act 1998.
 - 5.11 The Customer shall be entitled to conduct an audit of the Supplier's operations, facilities and policies to ensure they comply with all quality, health and safety, employment and environmental legislation at any reasonable time at the Supplier's premises or the premises of any of the Supplier's sub-contractors or assignees.
 - 5.12 Where the Supplier enters into a sub-contract with a supplier or contractor (the "Sub-contractor") for the purpose of performing any of its obligations under the Contract, it shall ensure that provisions are included in such a sub-contract which requires:
 - 5.12.1 payment to be made of all sums due by the Supplier to the Sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice; and
 - 5.12.2 the Supplier to consider and verify invoices and to raise queries on any disputed invoices in terms equivalent to those imposed on the Customer as set out in Conditions 5.13 and 5.14; and
 - 5.12.3 the Sub-contractor to include, in any sub-contract which it in turn awards, suitable provisions to impose, as between the parties to that sub-contract, requirements to the same effect as those required by this Condition 5.12.
 - 5.13 The Customer shall consider and verify any invoices submitted for payment by the Supplier in a timely fashion and, subject to Condition 5.14, the Customer acknowledges and agrees that

any undue delay by it in considering or verifying any invoices pursuant to this Condition 5.13 shall not be sufficient justification for regarding an invoice as invalid and/or disputed.

- 5.14 If the Customer receives an invoice which it reasonably believes includes a sum which is not valid and properly due or any other inaccuracy which renders the invoice invalid (a "disputed invoice"):

5.14.1 the Customer shall notify the Supplier in writing as soon as reasonably practicable;

5.14.2 the Customer's failure to pay the disputed invoice shall not be deemed to be a breach of the Contract;

5.14.3 to the extent such element is readily identifiable, the Customer shall pay any element of the disputed invoice which is not in dispute by its due date;

5.14.4 once the dispute has been resolved, where either Party is required to make a balancing payment, it shall do so within 7 days and, where the Supplier is required to issue a credit note and/or fresh invoice, it shall do so within 7 days.

6 INTELLECTUAL PROPERTY RIGHTS

- 6.1 The Supplier warrants that it has full, clear and unencumbered title to the Goods and that at the date of delivery of the Goods it will have full and unrestricted rights to sell and transfer the Goods to the Customer.

- 6.2 Any plans, drawings, documents, handbooks, codes of practise, materials, equipment, tools, drawings, specifications or other information provided by the Customer to the Supplier (or its Personnel) pursuant to an Order or the Contract ("Customer Material") and all Intellectual Property Rights in the Customer Material shall at all times remain the property of the Customer (or its licensors) and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means such documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted, transmitted or published other than in the proper performance of its obligations under the Contract.

- 6.3 The Supplier not be entitled to exercise any lien over any Customer Material in its possession but shall hold all such Customer Material in safe custody at its own risk and shall maintain the Customer Material in good condition until returned to the Customer (which the Supplier shall do immediately following a request to do so from the Customer) and shall not dispose of or use the Customer Material other than in accordance with the Customer's written instructions or authorisation.

- 6.4 The Supplier hereby grants to the Customer an irrevocable, non-exclusive, royalty-free licence to use for any purpose in connection with the supply, receipt and use of the Goods all the Supplier's Intellectual Property Rights which the Supplier has used or supplied in connection with the Goods.

- 6.5 The Supplier shall not and shall ensure that its Personnel shall not include in any published material the name, logo or style of the Customer or its police force; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's police force without the prior written consent of the Customer.

7 DELIVERY

- 7.1 The date for delivery of the Goods shall be specified in the Order and/or if no such date is specified then delivery shall take place within 21 days of the date of the Order (the "Delivery Time").

- 7.2 Time for delivery of the Goods shall be of the essence of the Contract. Three consecutive failures to deliver at the Delivery Time shall entitle the Customer to the remedies set out in Condition 11.

- 7.3 Before dispatching the Goods the Supplier shall inspect them carefully; the Customer shall not be responsible for inspecting the Goods on delivery.

- 7.4 The Goods shall be delivered carriage paid to such location as specified in the Order or by the Customer before delivery or, if no location is specified, to the Customer's place of operations.

- 7.5 The Supplier shall off-load the Goods as directed by the Customer and, where specified in the Order, shall assemble and install the Goods as directed by the Customer.

- 7.6 The Supplier shall supply the Customer with any instructions or other information required to enable the Customer to accept delivery of the Goods in a format, medium and at times specified by the Customer or, if no time is specified, prior to delivery.

- 7.7 The Supplier shall ensure that each delivery is accompanied by a prominently displayed delivery note which shows, as a minimum, the Order number, date of Order, type of Goods, batch number, number of packages and contents, any special storage instructions and, in the case of part delivery, the outstanding balance remaining to be delivered.
- 7.8 Delivery of the Goods shall be complete when the Goods have been off-loaded, unpacked, stacked, assembled and installed as specified in the Order or this Condition 7.
- 7.9 Unless otherwise stipulated by the Customer in the Order, deliveries shall only be accepted by the Customer within its usual office hours.
- 7.10 The Supplier shall not deliver by instalments unless the Customer so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to deliver any one instalment shall entitle the Customer at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 11.
- 7.11 If the Supplier delivers in excess of the quantity ordered, the Customer may reject the whole or may accept only the quantity ordered and shall not be bound to pay for any excess it does not accept, which will be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 7.12 If the Supplier delivers less than the quantity ordered, the Customer may reject the Goods, which in such case shall be and remain at the Supplier's risk and will be returnable at the Supplier's expense.
- 7.13 If the Supplier delivers in excess of or less than the quantity ordered, the Customer may accept delivery, in which case the Price shall be adjusted pro-rata.
- 7.14 The Supplier shall, where requested by the Customer, at its own cost, provide adequate instructions and appropriate training in relation to:
- 7.14.1 the safe use of the Goods;
 - 7.14.2 the safe disassembly/assembly and transportation of the Goods; and
 - 7.14.3 the adjustment of the Goods' settings.
- 7.15 Where the Supplier is required to perform the services described in Condition 7.14, the Supplier shall ensure that such services are performed by appropriately qualified and trained personnel, with the best care, skill and diligence in accordance with best practice in the Supplier's industry, trade or profession.
- 7.16 The Supplier shall ensure that the Goods do not contain (and are not delivered in conjunction with) any waste, hazardous material or other pollutant and shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with any breach by the Supplier of this Condition 7.16.

8 PACKAGING AND TRANSPORTATION

- 8.1 The Supplier shall ensure that the Goods are marked in accordance with the Customer's instructions and any applicable regulations or requirements of the carrier, are properly packed and secured and are transported in such a manner as to reach their destination in good and undamaged condition.
- 8.2 The Supplier shall not charge for packaging and transportation of the Goods.
- 8.3 The Supplier shall (unless the Customer specifies otherwise) at its own cost remove from the place of delivery any packaging material used in transporting the Goods.

9 PROPERTY AND RISK

- 9.1 Property of and the risk in the Goods shall remain with the Supplier until delivery to the Customer is complete, when risk and ownership shall pass to the Customer but this is without prejudice to any rights which the Customer might have to reject the Goods under the Contract or at law.

10 TESTING

- 10.1 The Customer shall have the right, at any time prior to delivery of the Goods, to inspect and test the Goods and the Supplier shall provide the Customer with all facilities reasonably required for such inspection and testing.

- 10.2 If the results of such inspection or testing indicate that the Goods do not conform or are unlikely to conform with the Contract or any specification set out or referred to in the Order, the Customer shall inform the Supplier as soon as reasonably practicable following the inspection and/or testing and, at the sole discretion of the Customer:
- 10.2.1 if the Customer requests, the Supplier shall immediately take such action as is necessary to ensure conformity and the Customer shall have the right to require and witness further testing and inspection; or
- 10.2.2 the Customer shall have available to it the remedies listed in Condition 11, any one or more of which it may exercise in its entire discretion and whether or not the Customer has already accepted the Goods.
- 10.3 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.

11 REMEDIES

- 11.1 Without prejudice to any other rights or remedies the Customer may have, if any Goods are not delivered on the due date or are not supplied in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 2 or Condition 7, or if the right to terminate the Contract has arisen under Condition 12.2 or Condition 19.3, the Customer shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods has been accepted by the Customer:
- 11.1.1 to terminate the Contract (in whole or in part) without liability to the Supplier;
- 11.1.2 to reject any of the Goods (in whole or in part and whether or not title has passed) that may already have been delivered and return them to the Supplier at the risk and cost of the Supplier;
- 11.1.3 where the Customer has paid in advance for Goods that have not been delivered (or paid for any Goods already delivered but which the Customer is now rejecting), to have such sums refunded by the Supplier;
- 11.1.4 at the Customer's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
- 11.1.5 to refuse to accept any further deliveries of the Goods which the Supplier attempts to make;
- 11.1.6 to carry out, at the Supplier's expense, any work necessary to make the Goods comply with the Contract;
- 11.1.7 to recover from the Supplier such Losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by the Customer in obtaining alternative goods in substitution for the Goods from another supplier; and
- 11.1.8 to recover from the Supplier damages for any Losses incurred or to be incurred by the Customer which are in any way attributable to the Supplier's failure.
- 11.2 Any Goods which are rejected pursuant to this Condition 11 shall be removed by and at the expense of the Supplier immediately after receipt of such notice from the Customer of such rejection and if not removed within 7 days after dispatch of the notice from the Customer, the Customer may remove, sell or otherwise dispose of the Goods and charge the Supplier with (or deduct from the proceeds of any sale) all expenses reasonably incurred by the Customer in such removal, sale or disposal and the Customer shall not be liable for any damage or loss thereby sustained by the Supplier. Should it not be practicable to remove, sell or otherwise dispose of the Goods then the Customer shall have the right to charge the Supplier a reasonable rate for storage of the Goods.
- 11.3 The Customer shall be entitled to reject the whole of any delivery of Goods if a reasonable sample of the Goods taken indiscriminately from that delivery is found not to conform in every material respect to the requirements of the Contract.
- 11.4 The provisions of Condition 11.1 shall extend to and apply in respect of any substituted or repaired Goods provided by the Supplier.

12 TERMINATION

- 12.1 The Customer may, at any time without liability and for any reason, terminate the Contract (in whole or in part) by giving the Supplier not less than one month's written notice.
- 12.2 The Customer may, without prejudice to any other rights or remedies it may have including under Condition 12.1, terminate the Contract (in whole or in part) without liability to the Supplier with immediate effect by notice in writing to the Supplier on or at any time after the occurrence of any of the following events:
- 12.2.1 a breach by the Supplier of any of its obligations in the Contract which (if the breach is capable of remedy) the Supplier has failed to remedy within 28 days after the receipt of notice in writing from the Customer giving particulars of the breach and the action required of the Supplier to remedy such breach;
 - 12.2.2 the Supplier commits a material or a persistent breach of the Contract;
 - 12.2.3 the Supplier is insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;
 - 12.2.4 any of the Supplier's obligations to pay or repay money (whether present or future, actual or contingent, joint or sole) is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;
 - 12.2.5 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Supplier's assets and is not discharged or stayed within 21 days;
 - 12.2.6 the Supplier begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;
 - 12.2.7 a moratorium is declared, or in any event comes into existence, over any of the Supplier's obligations to pay or repay money;
 - 12.2.8 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken together by the Supplier or any third party for, or which may lead to:
 - (a) the suspension of payments, winding up, dissolution, administration, receivership (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Supplier;
 - (b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or
 - (c) (where the Supplier is an individual), bankruptcy, an individual voluntary arrangement or debt relief order;
 - 12.2.9 any event similar to any of those set out in Conditions 12.2.3 to 12.2.8 occurs in relation to the Supplier (including in any jurisdiction to which it is subject);
 - 12.2.10 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;
 - 12.2.11 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
 - 12.2.12 in the reasonable opinion of the Customer, the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy whether as a result of a change in the organisation or control of the Supplier or the financial position of the Supplier. For the purposes of this Condition 12.2.12, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise.

- 12.3 On termination or expiry of the Contract or any part of it for any reason, the Supplier shall immediately return to the Customer all Customer Materials and deliver any Goods paid for but not yet delivered. If the Supplier fails to do so the Customer may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned, delivered or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 12.4 The termination or expiry of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Customer existing at termination or on expiry.
- 12.5 All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of the Contract except that such of these Conditions which expressly or by implication are intended to come into or remain in force on or after the termination or expiry of the Contract shall remain in full force and effect.

13 INDEMNITY

- 13.1 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with:
- 13.1.1 any defective design, workmanship, quality, materials or any other defect in the Goods (including any claim made against the Customer for death, personal injury or damage to property arising out of, or in connection with, the use, supply or delivery of the Goods) to the extent that the defect is attributable to the acts or omissions of the Supplier and/or its Personnel;
 - 13.1.2 any claim made against the Customer in respect of the release of any waste, hazardous substance or other pollutant to the extent that such claim arises out of the act or omission of the Supplier and/or its Personnel;
 - 13.1.3 any claim made against the Customer for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with the supply, receipt or use of the Goods; and
 - 13.1.4 any claim made against the Customer arising out of, or in connection with, the supply, receipt or use of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier and/or its Personnel.
- 13.2 This Condition 13 shall survive termination or expiry of the Contract.

14 INSURANCE

- 14.1 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall, at its own expense, have and maintain (and shall ensure that any sub-contractor has and maintains) in force with a reputable insurance company:
- 14.1.1 professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract;
 - 14.1.2 employer's liability insurance in line with any legal requirement for the time being in force; and
 - 14.1.3 public liability insurance for an amount and range of cover as the Supplier considers appropriate but not less than £2,000,000 for any one incident unless otherwise agreed by the Customer in writing.
- 14.2 The Supplier shall ensure that its third party public and products liability insurance contains an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Goods or in connection with the Contract.
- 14.3 The Supplier shall not (and shall ensure that its Personnel shall not) do anything that may void or invalidate any insurance held and shall, on demand, produce evidence to the Customer in the form of certificates, policies and/or cover notes to show the insurances mentioned in Condition 14.1 are properly effected and in force at all times during the Contract.

15 ASSIGNMENT AND SUB-CONTRACTING

- 15.1 The Customer may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.
- 15.2 The Supplier shall not transfer, assign or deal in any other manner with, the Contract or any part of it, without the prior written permission of the Customer. The Supplier shall not sub-contract any of its obligations under the Contract (other than that which may be customary in the trade concerned) unless the written consent of the Customer is first obtained.
- 15.3 If the Supplier enters into a sub-contract (whether or not approved by the Customer) in respect of the performance of any of its obligations under the Contract the Supplier shall not be relieved from its obligations to the Customer in respect of the subject matter of the sub-contract and shall remain responsible to the Customer for the performance of its obligations under the Contract.

16 WAIVER

- 16.1 A failure by the Customer to exercise, or delay in exercising a right, power or remedy provided to the Customer by the Contract or by law shall not be a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.
- 16.2 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

17 FORCE MAJEURE

- 17.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.
- 17.2 The Customer may, without liability to the Supplier, terminate the Contract (in whole or part) at any time if the Customer's operations are (or, in the Customer's reasonable opinion, could be) affected adversely as a result of the Supplier's inability to perform or delay in the performance of any of the Supplier's obligations under the Contract whether as a result of any event as described in Condition 17.1 or due to any strike, lock-out or other labour disputes.

18 EQUAL OPPORTUNITIES

- 18.1 The Supplier shall not unlawfully discriminate (either directly or indirectly) on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing, the Supplier shall not unlawfully discriminate within the meaning and scope of the Human Rights Act 1998, the Disability Discrimination Act 2005, the Equality Act 2010 or any other relevant legislation or regulation relating to discrimination in employment.
- 18.2 The Supplier shall take all reasonable steps to secure the observance of the provisions of Condition 18.1 by all Personnel engaged in the execution of the Contract.

19 BRIBERY AND OTHER CORRUPTION

- 19.1 The Supplier agrees with the Customer that it shall, and that it shall procure that its Personnel and any other person who performs services for the Supplier in relation to the Contract shall:
 - 19.1.1 comply with all applicable laws, statutes, regulations and codes, relating to bribery and other corruption including the Bribery Act 2010 ("Anti-Corruption Requirements");
 - 19.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Customer to be in violation of any Anti-Corruption Requirements;
 - 19.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Customer or any of the Customer's employees, officers, agents, representatives, affiliates or persons acting on the Customer's behalf; and

- 19.1.4 at the Customer's request and cost, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.
- 19.2 The Supplier represents and warrants to the Customer that neither it nor any person described in Condition 19.1 has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, from the Customer and nor has it bribed or attempted to bribe any person described in Condition 19.1.3.
- 19.3 The Supplier agrees that in addition to the Customer's termination rights set out elsewhere in these Conditions, the Customer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition 19 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.
- 19.4 The Customer shall not be required to make any payment to the Supplier that might otherwise be due from the Customer in respect of the Contract if the Supplier has breached this Condition 19.
- 19.5 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this Condition 19, whether or not the Contract has been terminated.

20 ENVIRONMENTAL & ETHICAL REQUIREMENTS

- 20.1 The Customer is committed to ensuring that workers employed or engaged in its supply chains throughout the world are treated fairly, humanely and equitably and to this end the Supplier shall:
- 20.1.1 comply, and shall ensure that its sub-contractors comply, in relation to all workers employed or engaged by it directly or indirectly in connection with the supply of the Goods, with the Modern Slavery Act 2015; and
- 20.1.2 ensure that any Personnel who work, or ordinarily work, in the UK are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.
- 20.2 The Supplier shall perform its obligations under the Contract in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

21 COMMUNICATIONS

- 21.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery to the address shown on the Order or such changed address as shall be notified to the other party in writing.
- 21.2 Communications shall be deemed to have been received:
- 21.2.1 if delivered personally, at the time of delivery to the addressee;
- 21.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting.

22 LAW AND JURISDICTION

- 22.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.