



Terms and Conditions for the purchase of goods

1 INTERPRETATION

1.1 Definitions:

- **Bespoke Goods:** any Goods that are to be provided by the Supplier in accordance with a Specification.
- **Business Day:** a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
- **Conditions:** the terms and conditions set out in this document as amended from time to time in accordance with clause 18.4.
- **Contract:** the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.
- **Customer:** Oxford Technical Solutions Limited (registered in England and Wales with company number 03534778).
- **Customer Materials:** has the meaning set out in clause 10 (Customer materials).
- **Delivery:** completion of delivery of Goods specified in an Order in accordance with clause 5.4.
- **Delivery Date:** the delivery date specified in the Order.
- **Delivery Location:** the address for delivery of Goods as set out in the Order.
- **Goods:** the goods (or any part of them) set out in the Order.
- **Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- **Mandatory Policies:** the Customer's business policies and codes that are relevant to the supply of the Goods (including, without limitation, the Customer's anti-bribery policy), as amended by notification to the Supplier from time to time.
- **Non-bespoke Goods:** any Goods that do not amount to Bespoke Goods.
- **Order:** the Customer's order for the Goods, as set out in the Customer's purchase order form.
- **Specification:** any specification for the Goods, including any related plans, designs and drawings, provided by the Customer.
- **Supplier:** the person or firm from whom the Customer purchases the Goods.

1.2 Interpretation:

- 1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.2.2 A reference to a party includes its successors and permitted assigns.
- 1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.
- 1.2.4 Any words following the terms **including** and **include** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.2.5 A reference to **writing** or **written** includes emails but excludes faxes.

2 BASIS OF CONTRACT

- 2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.2 The Order constitutes an offer by the Customer to purchase the Goods in accordance with these Conditions.
- 2.3 The Order shall be deemed to be accepted on the earlier of:
- 2.3.1 the Supplier issuing a written acceptance of the Order; and
 - 2.3.2 the Supplier doing any act consistent with fulfilling the Order,
- at which point the Contract shall come into existence.
- 2.4 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Conditions.

3 THE GOODS

- 3.1 The Supplier warrants and undertakes that the Goods shall:
- 3.1.1 correspond with their description and any applicable Specification and any applicable sample;
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and 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 judgement;
 - 3.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling, transportation and delivery of the Goods.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4 THE BESPOKE GOODS

- 4.1 The Customer shall be entitled to inspect and test the Bespoke Goods at any time before Delivery. The Customer shall have the right to enter the Supplier's premises between 09.00am and 05.00pm during any Business Day on reasonable notice to the Supplier in order to carry out such inspection and testing. The Supplier shall remain fully responsible for the Bespoke Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 4.2 The Supplier shall provide the Customer with a sample of the Bespoke Goods prior to production of the Bespoke Goods if requested by the Customer in an Order. The Customer shall be entitled to inspect and test the sample at any time prior to production of the Bespoke Goods. The Supplier shall remain fully responsible for the Bespoke Goods despite any such inspection or testing of the sample and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.
- 4.3 If following such inspection or testing the Customer considers that the Bespoke Goods and/or any sample of the Bespoke Goods do not conform or are unlikely to comply with the Supplier's warranties and undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 4.4 The Customer may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5 DELIVERY

- 5.1 The Supplier shall ensure that:
- 5.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 5.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments in accordance with these Conditions, the outstanding balance of Goods remaining to be delivered; and

5.1.3 if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods:

5.2.1 on the Delivery Date;

5.2.2 at the Delivery Location; and

5.2.3 during the Customer's normal business hours from time to time, or as instructed by the Customer.

5.3 The Supplier shall:

5.3.1 arrange, and bear the costs of, the contract of carriage of the Goods to the Delivery Location (where applicable);

5.3.2 be responsible for the costs and risk of unloading the Goods at the Delivery Location; and

5.3.3 be responsible, at its own costs, for obtaining all import and export licences and consents in respect of the Goods as are required from time to time (where applicable) and, if required by the Customer, the Supplier shall make those licences and consents available to the Customer prior to relevant shipment.

5.4 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location. For the avoidance of doubt, time of Delivery is of the essence.

5.5 If the Supplier:

5.5.1 delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or

5.5.2 delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods and any rejected Goods shall be returnable at the Supplier's risk and expense.

If the Supplier delivers less than the quantity of Goods ordered, and the Customer accepts the delivery, a pro rata adjustment shall be made to the invoice for the Goods.

5.6 The Supplier shall not deliver the Goods in instalments without the Customer's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment shall entitle the Customer to the remedies set out in clause 7.

6 ACCEPTANCE OF THE GOODS

Without prejudice to clause 4, the Customer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following Delivery, or, in the case of a latent defect in the Goods, until a reasonable time after the latent defect has become apparent.

7 CUSTOMER REMEDIES

7.1 If the Goods are not delivered on the Delivery Date, or do not comply with the warranties and undertakings set out in clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Customer may exercise any one or more of the following rights and remedies:

7.1.1 to terminate the Contract;

7.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;

7.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;

7.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;

7.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and

7.1.6 to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

7.2 These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.

- 7.3 The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

8 TITLE AND RISK

Title and risk in the Goods shall pass to the Customer on completion of Delivery.

9 PRICE AND PAYMENT

- 9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the Supplier's published price list in force as at the date the Contract came into existence.
- 9.2 The price of the Goods:
- 9.2.1 excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
 - 9.2.2 includes the costs of packaging, insurance and carriage of the Goods.
- 9.3 No extra charges shall be effective unless agreed in writing with the Customer.
- 9.4 The Supplier may invoice the Customer for the price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of Delivery unless otherwise agreed by the parties in writing. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Customer's Order number, the Supplier's VAT registration number and any supporting documents that the Customer may reasonably require.
- 9.5 The Customer shall pay correctly rendered and undisputed invoices within the period of 30 days following the final date of the calendar month in which the invoice is issued. Payment shall be made to the bank account nominated in writing by the Supplier.
- 9.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 1% a year above the Bank of England's base rate from time to time, but at 1% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date on which the dispute is resolved until payment.
- 9.7 The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Customer may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

10 CUSTOMER MATERIALS

The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (**Customer Materials**) and all Intellectual Property Rights subsisting in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

11 INTELLECTUAL PROPERTY RIGHTS

- 11.1 The parties acknowledge and agree that any and all Intellectual Property Rights subsisting in the Bespoke Goods and all materials embodying these Intellectual Property Rights shall automatically vest in the Customer immediately upon creation. Insofar as such Intellectual Property Rights do not vest automatically in the Customer by operation of law or under the Contract, the Supplier shall, at its own expense, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents in the form determined by the Customer and perform such acts as may be required by the Customer for the purpose of giving full effect to this clause 11.1 and to assign all Intellectual Property Rights subsisting in the Bespoke Goods to the Customer.
- 11.2 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, perpetual and irrevocable licence to use the Intellectual Property Rights subsisting in the Non-bespoke Goods in any way that the Customer thinks fit (at its absolute discretion) and to grant a licence to use such Intellectual Property Rights to any third party.

12 INDEMNITY AND LIMITATION OF LIABILITY

12.1 The Supplier shall indemnify the Customer and keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Customer as a result of or in connection with:

- 12.1.1 any claim made against the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the manufacture, supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- 12.1.2 any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and
- 12.1.3 any claim made against the Customer by a third party arising out of or in connection with the supply 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, its employees, agents or subcontractors.

12.2 This clause 12 shall survive termination of the Contract.

12.3 Nothing in these Conditions and/or the Contract limits any liability:

- 12.3.1 for death or personal injury caused by negligence;
- 12.3.2 for fraud or fraudulent misrepresentation; or
- 12.3.3 which cannot legally be limited.

12.4 Subject to clause 12.3, the Customer shall not be liable to the Supplier, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise for any:

- 12.4.1 loss of profits;
- 12.4.2 loss of sales or business;
- 12.4.3 loss of agreements or contracts;
- 12.4.4 loss of anticipated savings;
- 12.4.5 loss of use or corruption of software, data or information;
- 12.4.6 loss of or damage to goodwill; or
- 12.4.7 indirect or consequential loss,

suffered by the Supplier that arises under or in connection with the Contract.

12.5 Subject to clause 12.3, the Customer's total liability to the Supplier under the Contract shall not exceed an amount equal to 50% of the sums paid by the Customer to the Supplier under the Contract in the period of 12 months preceding the date on which the breach occurred.

13 INSURANCE

During the term of the Contract and for a period of 6 years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

14 CONFIDENTIALITY

14.1 Each party undertakes that it shall not at any time during the Contract and for a period of five years after termination of the Contract, disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 14.2.

14.2 Each party may disclose the other party's confidential information:

- 14.2.1 to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party

shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 14; and

14.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

14.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

15 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

15.1 In performing its obligations under the Contract, the Supplier shall:

15.1.1 comply with all applicable laws, statutes, regulations and codes from time to time in force; and

15.1.2 comply with the Mandatory Policies.

15.2 The Customer may immediately terminate the Contract for any breach of clause 15.1.

16 TERMINATION

16.1 The Customer may terminate the Contract in whole or in part at any time before Delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination in accordance with this clause 16.1, but such compensation shall not include loss of anticipated profits or any consequential loss.

16.2 Without limiting its other rights or remedies, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

16.2.1 the Supplier commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing to do so;

16.2.2 the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.3 the Supplier takes any step or action in connection with the Supplier being made bankrupt, entering any composition or arrangement with its creditors, having a receiver appointed to any of its assets, or ceasing to carry on business or if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

16.2.4 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

16.2.5 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.

16.3 On termination of the Contract, the Supplier shall immediately return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

16.4 Termination or expiry of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

16.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

17 FORCE MAJEURE

Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control (with the exception of, without limitation, any events, circumstances or causes relating to any

pandemic or epidemic). In such circumstances the affected party shall be entitled to a reasonable extension of time for performing such obligations. If the period of delay or non-performance by either continues for 4 weeks, the Customer may terminate the Contract by giving 7 days' written notice to the affected party.

18 GENERAL

18.1 Assignment and other dealings.

18.1.1 The Customer may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract.

18.1.2 The Supplier may not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of the Customer.

18.2 **Subcontracting.** The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

18.3 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

18.4 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the Customer.

18.5 **Waiver.** Except as set out in clause 2.4, no failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

18.6 **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract. If any provision of the Contract is deemed deleted under this clause 18.6 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.7 Notices.

18.7.1 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case) or sent by email to the email address for each party specified in the Supplier's quotation or the Supplier's written acceptance of the Order or the Order (as the case may be).

18.7.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
- (c) if sent by email, at the time of transmission, or, if this time falls outside of the hours of 9am to 5pm during any Business Day, then the following Business Day.

18.7.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

18.8 **Third party rights.** Unless it expressly states otherwise, the Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.9 **Governing law.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.