

GENERAL TERMS AND CONDITIONS OF PURCHASE

I. Definitions			
1.1	In these conditions the following expressions mean:		Unless otherwise agreed, the Price is:
1.1.1	“Company”	Total Access (UK) Ltd and any subsidiary or holding company or associate (as those terms are defined in the Companies Act 1985 (as amended)).	3.1 That stated on the Purchase Order; 3.2 Exclusive of UK VAT; 3.3 Inclusive of all other taxes payable; 3.4 Inclusive of cost of delivery to the delivery address specified by the Company and of standard packaging suitable for the means of delivery and any custom or import/export duties; 3.5 Fixed; and 3.6 In the currency agreed between the Company and the Supplier, and if no currency has been agreed, in GB Pound Sterling.
1.1.2	“Supplier”	the person, firm or company who accept the Company’s Purchase Order.	3.7 A valid VAT Invoice in respect of the Price shall be produced to the Company by the Supplier. Unless otherwise agreed in writing by the Company, the invoice may only be submitted and dated after completed delivery of the relevant Goods or completed performance of the relevant Services. The invoice shall not be valid unless it states the Invoice Address, the Company Purchase Order number, the Supplier’s VAT number, the net amount due, and the Supplier’s full banking details (including account number and sort code). The Company shall pay the Price on the last working day of the month following the month in which delivery is received provided that a valid invoice has been received and no other agreement has been reached and confirmed by the Finance Director in writing. Time for payment shall not be of the essence of the contract. The Supplier shall not be entitled to vary the Price without the prior written consent of the Company.
1.1.3	“Goods”	any goods agreed in the contract to be purchased by the Company from the Supplier (including any parts of them).	
1.1.4	“Services”	the services to be provided by the Supplier pursuant to the Purchase Order.	
1.1.5	“Contract”	the Purchase Order and the Supplier’s acceptance of the Purchase Order whether made verbally or in writing.	
1.1.6	“Purchase Order”	The Company’s verbal or written instruction to supply the Goods or provide the Services.	
1.1.7	“Delivery Date”	the date specified by the Company when the Goods or Services are to be delivered.	
1.1.8	“Price”	the price for the Goods or Services stated on the Purchase Order, exclusive of VAT but inclusive (if applicable) of any analogous sales tax, carriage, freight, postage, insurance and other costs.	Without prejudice to any other right or remedy, the Company reserves the right to set off any amount owing at anytime from the Supplier to the Company against any amount payable by the Company to the Supplier under the contract.
1.1.9	“Invoice Address”	Accounts Payable, Total Access (UK) Ltd, Unit 5, Raleigh Hall Industrial Estate, Eccleshall, Stafford, ST21 6JL.	
1.1.10	“Terms and Conditions”	these terms and conditions and any special terms and conditions agreed in writing by the Company set out in the Purchase Order.	
2. Terms and Conditions			4. Warranty
2.1	These Terms and Conditions shall apply to the purchase of all such Goods and/or Services by the Company from the Supplier to the entire exclusion of all other terms and conditions, including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.		4.1 Unless otherwise agreed, the Supplier warrants to the Company, and it is a condition of the agreement between the Supplier and the Company that the Goods themselves shall and the sale/performance of the Goods/Services shall:
2.2	These Terms and Conditions shall supercede any previously issued.		4.1.1 Comply with any specification and any drawings, descriptions or samples supplied prior to the Purchase Order and any requirements made by the Company.
2.3	Each Purchase Order for Goods and/or Services placed by the Company shall be deemed an offer by the Company to purchase Goods or Services subject to these Terms and Conditions and no terms and conditions endorsed on, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of Purchase Order, specification or similar document will form part of the contract and the Supplier waives any right which it otherwise might have to rely on these terms and conditions. Dispatch or delivery of Goods or Services by the Supplier to the Company shall be deemed conclusive evidence of the Supplier’s acceptance of these Terms and Conditions.		4.1.2 Be of satisfactory quality, safe and fit for their purpose and any Services shall be supplied by appropriately qualified and trained personnel and carried out with due care and skill.
2.4	Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by a director of the Company. The Purchase Order, these Terms and Conditions and any special terms and conditions shall form the entire agreement between the Company and the Supplier in relation to the purchase of the Goods or Services.		4.1.3 Comply with all laws and industry standards applicable to the nature of Goods and Services supplied.
2.5	In relation to all obligations of the Supplier under these Terms and Conditions, the time of performance is of the essence.		4.1.4 Be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the Purchase Order and specification supplied or advised by the Company to the Seller.
3. Price and Payment			4.1.5 Be ethically sourced and comply with all Human Rights Legislation.
			4.2 Without prejudice to clause 4.1 and any other rights of the Company, the Supplier warrants that the Goods and Services shall continue to comply with Clauses 4.1 until (i) 12 (twelve) months from the date of completed delivery of the Goods and Services or (ii) 12 (twelve) months after they are put into use (whichever is the latter) and if they do not so comply the Supplier shall at its cost, within 14 days, remedy the defect in the Goods and/or Services or replace the Goods.
			4.3 The Company may without prejudice to its other remedies, within 3 (three) months of completed delivery at the Supplier’s cost (including freight) reject, in whole or in part, Goods and/or Services which do not comply with these Terms and Conditions. The Company shall not be deemed to have accepted the Goods and/or Services on receipt. The signature of a Company representative on delivery is only evidence of the number of packages and/or Services received and not that they comply with these Terms and Conditions.
			4.4 Where the Goods and/or Services are repaired or replaced in terms of clause 4.2 the Supplier warrants those repaired or replaced Goods for a further period of 12 (twelve) months from the date of repair or replacement.
			4.5 Any intellectual property rights assigned to the Company by the Supplier under these Terms and Conditions or used to provide the Services to the Company will not infringe a third party’s rights.

GENERAL TERMS AND CONDITIONS OF PURCHASE

- 4.6 The Supplier warrants that it shall comply with all Bribery Act 2010 legislation and any subsequent amendments and legislation.
- 5. Delivery of Goods and/or Performance of Services**
- 5.1 Delivery of the Goods and/or Services shall be made to the Company's address or the address specified in the Purchase Order on or before the date specified in the Purchase Order during normal business hours, unless previously arranged otherwise.
- 5.1.1 The Delivery Date of the Goods and/or provision of Services shall be specified in the Purchase Order or agreed with the Supplier verbally or in writing, if no date is specified; delivery of the Goods and/or provision of Services shall take place within a reasonable time and in either case during the Company's usual business hours. Time shall be of the essence in this respect and the Company is entitled to cancel, without notice, the whole or any part of the Purchase Order if this clause is not complied with by the Supplier.
- 5.2 In the event of a Supplier failing to meet key dates defined within the project, the Company may, in addition and without prejudice to any other rights:
- 5.2.1 Cancel the contract in whole or in part;
- 5.2.2 Refuse to accept any subsequent delivery of the Goods or provision of Services which the Seller attempts to make;
- 5.2.3 Recover from the Seller any expenditure reasonably incurred by the Company in obtaining the Goods and/or Services in substitution from another supplier;
- 5.2.4 Recover whatever losses result from late delivery.
- 5.3 The Services (if applicable) shall be performed in a professional manner to the satisfaction of the Company or its Customer, if on their premises. If any part of the Services is found to be inadequate or in any way differing from these Terms and Conditions, other than as a result of default or negligence on the part of the Company, the Supplier shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified.
- 5.4 Where a Supplier has access to the Company's premises or equipment, the Supplier shall make good any damage caused to the premises or the equipment which is caused by the Supplier's negligence.
- 5.5 Where the Company cancels the whole or part of the Purchase Order in accordance with Clause 5.2:
- 5.5.1 All sums payable by the Company in relation to the whole or part of the Purchase Order cancelled shall cease to become payable.
- 5.5.2 All sums paid by the Company in relation to the whole or part of the Purchase Order cancelled shall be repaid by the Supplier.
- 5.6 Where the Company agrees in writing to accept delivery by instalments the contract will be construed as a single contract. Failure by the Seller to deliver any one instalment shall entitle the Company at its option to treat the whole contract as repudiated.
- 5.7 The Seller shall ensure that each delivery and/or provision of Services is accompanied by a delivery note which shows, inter alia, the purchase order number, date of purchase order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered or Service provided.
- 6. Acceptance**
- 6.1 The Company shall not be deemed to have accepted any Goods and/or Services until the Company has had reasonable time to inspect them following delivery of the Goods and/or Services.
- 6.2 Notwithstanding any inspection or testing, the Seller shall remain fully responsible for the Goods and/or Services and any inspection or testing shall not diminish or otherwise affect the seller's obligations under the contract.
- 6.3 If any of the Goods and/or Services fail to comply with the conditions set out in Clause 5 and/or 6, the Company shall be entitled to any on or more remedies listed in Clause 7.
- 6.4 If any defects are not apparent on inspection, any defects shall be notified to the Supplier in writing within 14 days of the defect becoming apparent.
- 7. Remedies**
- 7.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of this contract the Company shall be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Company:
- 7.1.2 To rescind the Purchase Order;
- 7.1.3 To reject Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods returned shall be paid immediately by the Seller;
- 7.1.4 To refuse to accept any further deliveries of the Goods;
- 7.1.5 To carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the contract;
- 7.2 Where Goods and/or Services are damaged the Company shall notify the Supplier. The Company may reject the damaged Goods and/or Services and the following provisions shall apply:
- 7.2.1 The Supplier shall collect the damaged Goods from the Company at the Supplier's expense.
- 7.2.2 During the period between delivery of the Goods and collection by the Supplier, The Company shall not be liable for any loss or further damage caused to the damaged Goods.
- 7.2.3 All sums payable by the Company in relation to the damaged Goods and/or Services shall cease to become payable.
- 7.2.4 All sums paid by the Company in relation to the damaged Goods and/or Services shall be repaid by the Supplier.
- 7.2.5 The Company shall be entitled to claim damages from the Supplier for any losses caused to the Company as a result of the Goods and/or Services being damaged.
- 7.3 Where there are shortages in the Purchase Order the Company shall notify the Supplier and the following provisions shall apply:
- 7.3.1 All sums payable by the Company in relation to the missing goods shall cease to become payable.
- 7.3.2 All sums paid by the Company in relation to the missing Goods shall be repaid by the Supplier immediately.
- 7.3.3 The Company shall be entitled to claim damages from the Supplier for any losses caused to the Company as a result of the shortages.
- 7.4 If the Company so requests, the Supplier shall immediately replace damaged Goods or Goods which are missing at the Supplier's expense and/or the Company shall be entitled to cancel, without notice, the whole or any unexecuted part of the Purchase Order and the rights referred to in Clause 6.2 shall apply.
- 7.5 Where there is an excess of Goods in relation to the Purchase Order the Company may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:
- 7.5.1 The Supplier shall collect the excess Goods from the Company at the Supplier's expense.
- 7.5.2 During the period between delivery of the Goods and collection by the Supplier, the Company shall not be liable for any loss or damage caused to the excess Goods.
- 7.5.3 No sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Company immediately.
- 7.6 The Company may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Company in accordance with Clause 3.
- 7.7 The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving notice to that effect from the Company.
- 8. Title and Risk**
- 8.1 The title and risk in the Goods and/or Services shall remain with the Supplier until they are delivered at the point specified by the Company in the Purchase Order or any other relevant document, and transferred to the Company's possession (after off-loading and stacking), at which time the title and risk in the Goods and/or Services shall transfer to the Company.
- 9. Indemnity**
- 9.1 The Supplier shall fully indemnify the Company and keep the Company fully indemnified against any claims, demands, cause of action, damage, loss, consequential loss, costs, expenses (including

GENERAL TERMS AND CONDITIONS OF PURCHASE

- legal expenses) made against or suffered by the Company arising out of loss or damage to any of the Company's property or third party property or personal injury (including death) resulting from negligence or breach by the Supplier of any of the Terms and Conditions set out herein.
- 9.2 The Supplier shall maintain insurance coverage as required by applicable law or as reasonably requested by the Company with carriers acceptable to the Company. With respect to any such insurance coverage, Supplier will furnish to the Company certificates of all such insurance policies within 10 days of the Company's request. The certificates will provide that the Company will receive 30 days prior written notice from the insurer of any termination or reduction in the amount of scope of coverage. Supplier's purchase of insurance shall not release the Supplier of its obligations or liabilities under this contract.
- 10. Intellectual Property Rights**
- 10.1 All patents, copyright, design rights and other intellectual property rights ("IPR") in any materials prepared or supplied by the Company to the Supplier shall remain the exclusive property of the Company.
- 10.2 All IPR in materials prepared or developed by the Supplier in connection with the provision of Services shall vest in the Company, unless specifically agreed otherwise in writing between the Company and the Supplier.
- 10.3 The Supplier shall disclose to the Company all inventions which the Supplier or its Staff may make in performing the Services which are wholly or substantially based on concepts or data developed or supplied by the Company. All IPR in such inventions shall vest in the Company.
- 10.4 The Supplier shall execute all documents and perform such acts as may be reasonably necessary to enable the Company to obtain and/or maintain its IPR.
- 10.5 In respect of IPR vested in a third party, the Supplier shall obtain from such third party (at no cost to the Company) such permission, waiver or licence as may be necessary for the performance of the Services and/or for the data to be used, copied or modified by the Company or by any third party authorised by the Supplier.
- 10.6 The Supplier waives, and shall procure from any third party the waiver of, the exercise against the Company of all moral rights in materials that are or become vested in the Supplier and/or any third party.
- 11. Severance**
- 11.1 If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 12. Confidentiality**
- 12.1 Supplier shall keep all work and services carried out hereunder for the Company entirely confidential, and not use, publish, or make known, without the Company's written approval, any information developed by the Supplier or furnished by the Company to any persons other than personnel of the parties to these Terms and Conditions as need to know for the purpose of discharging the Supplier's obligations to the Company. Additionally, the Supplier shall not reference the Company nor the work performed for the Company without prior written approval. Information Supplier considers as proprietary or confidential and has indicated/marked as proprietary or confidential will be treated by the Company in the same manner as the Company treats its own proprietary or confidential information. Supplier further agrees to place under a confidentiality obligation, any subcontractors and/or consultants the Supplier enters into agreements with for the performance of work under these Terms and Conditions. Such confidentiality obligations shall be on terms no less stringent than the Supplier's confidentiality obligations under this Clause 11.1.
- 13.1 Without prejudice to its other rights, the Company may terminate a Purchase Order in whole or in part:
- 13.1.1 If there is a material breach of these Terms and Conditions (these shall include any breach of Clause 4) (and if the breach is remediable if it is not remedied within 14 days of the Company sending notice to the Supplier); or
- 13.1.2 if the Supplier becomes bankrupt or appoints a trustee, receiver, administrative receiver or similar officer is appointed in respect of all or any parts of its business or assets of the Supplier; or
- 13.1.3 The Seller ceases or threatens to cease to carry on business or the financial position of the Seller deteriorates to an extent that in the opinion of the Company the capability of the Seller adequately to fulfil its obligations under the contract has been placed in jeopardy; or
- 13.1.4 One month's notice at any time prior to complete delivery of the Goods and Services.
- Terminating the Purchase Order shall not affect those Terms and Conditions which are capable of subsisting.
- 14. Assignment**
- 14.1 The Supplier may not assign or otherwise transfer its rights or obligations under these Terms and Conditions without the Company's prior written consent.
- 14.2 The Company may assign the contract or any part of it to any person, firm or company.
- 15. Force Majeure**
- 15.1 The Company reserves the right to defer the date of delivery or payment, or to cancel the Contract or to reduce the volume of the Goods and/or Services ordered if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Company including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either parties workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 90 days, the Supplier shall be entitled to give notice in writing to the Company to terminate the Contract.
- 16. Notices**
- 16.1 Unless otherwise agreed, notices to the Company shall be addressed, Total Access (UK) Ltd, Unit 5, Raleigh Hall Industrial Estate, Eccleshall, Stafford, ST21 6JL, and to the Supplier at its address as given on invoices, the Purchase Order or other official documentation.
- 17. General**
- 17.1 Each right or remedy of the Company under this contract is without prejudice to any other right or remedy of the Company whether under contract or not.
- 17.2 Failure or delay by the Company in enforcing or partially enforcing any provision of the contract will not be construed as a waiver of any of its right under the contract.
- 17.3 Any waiver by the Company of any breach of, or any default under any provision of the contract by the Seller will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the contract.
- 17.4 The Supplier shall not without the Company's written consent subcontract the supply of Goods and/or performance of the Services under these Terms and Conditions.
- 18. Governing Law & Jurisdiction**
- 18.1 These Terms and Conditions shall be governed by and construed in accordance with the Law of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England and Wales.

13. Termination