

THE UNIVERSITY OF LEEDS
STANDARD CONDITIONS OF PURCHASE
AND TERMS OF ENGAGEMENT

1. ACCEPTANCE

This order constitutes the offer of The University of Leeds ('the Buyer') to the recipient of this offer ('the Seller') to purchase the goods and/or services the subject of this order ('the goods') and becomes a binding contract on these conditions when within 28 days of receipt of such order by the Seller it is accepted by the Seller by notice in writing to the Buyer or the Seller's commencement of performance hereof.

2. CONDITIONS PARAMOUNT

All orders so placed by the Buyer and accepted by the Seller shall be carried out by the Seller on these conditions which shall override and replace any terms and conditions contained in any quotation tender or other document submitted to the Seller.

If the Seller purports to accept an order subject to terms and conditions which differ from these conditions, the Seller shall be conclusively presumed to have waived any such term or condition which is inconsistent with or in addition to these conditions unless such term or condition has been expressly accepted in writing by the Buyer.

3. SPECIFICATIONS

Any manufacturing or other specifications referred to in this order by the Buyer shall be treated as part of this order, and all goods furnished must conform to the Buyer's specifications.

4. SELLER'S UNDERTAKING

(1) In performing this contract, the Seller, as a person supplying goods in the course of its business, shall exercise proper skill and judgement so as to ensure that the goods are fit for the purposes of the Buyer, the Buyer relying upon this provision. The Seller shall satisfy itself that the Seller understands the Buyer's requirements so as to enable him to comply herewith and avoid delay on account of modifications required to meet the Buyer's needs. The cost of any modification shall be deemed to be included in the price.

(2) The Seller expressly undertakes and warrants to the Buyer that all goods and items of equipment (including where applicable the workmanship thereof) which are the subject of this order (a) are of the quality, quantity, size, description and dimensions specified (b) are free from all defects, including latent defects (c) will correspond with any samples provided by the Seller which have been approved by the Buyer (d) are capable of any standard of performance specified in the order and (e) where applicable comply with and meet the standard specifications whether as to health and safety or otherwise laid down by any relevant statutory or regulatory body whose province is to monitor or control the performance of such goods. The Seller shall if and whenever requested by the Buyer produce evidence satisfactory to the Buyer of compliance with such requirements. This warranty shall remain in full force

and effect notwithstanding delivery, acceptance or payment by the Buyer.

(3) The Seller undertakes that all goods are "Euro" compliant. Without exception to this general principle, the goods will be capable of (i) automatically converting figures expressed in pounds sterling into "Euros" and then if necessary further conversion into other currencies and (ii) rounding currencies down to the required number of significant places.

(4) The Seller expressly undertakes and warrants to the Buyer that the goods have been designed, tested and constructed so as to be safe and without risk to health and comply with all requirements under the Health and Safety at Work Act 1974 (or any statutory amendment or re-enactment thereof for the time being in force) and that all necessary information and instructions for the safe and proper use of the goods will be supplied prior to delivery of the goods.

(5) The Seller undertakes that all officers agents servants employees and sub contractors of the Seller engaged in any work on the Buyer's premises whether in connection with the supply of the goods or otherwise shall observe and be bound by all rules regulations and instructions of the Buyer and the Seller shall satisfy itself that any equipment obtained from the Buyer for use by the Seller or any of its officers agents servants employees or subcontractors shall be safe and in good condition and suitable for the purpose for which it is intended.

(6) The Seller shall fully indemnify the Buyer against and hold the Buyer harmless from any loss, damage, costs or expenses whatsoever that the Buyer may suffer or incur by reason or as a result of (a) any breach by the Seller of any of these undertakings contained in this Clause 4 (b) any claim, lien or charge which may be asserted against the goods, and (c) all legal costs or expenses incurred by the Buyer in pursuing the Seller in respect of any of the provisions contained in this Clause 4.

5. INDEMNITY AND INSURANCE

The Seller shall indemnify and keep indemnified the Buyer against any loss claim proceeding expense or liability whatsoever whether in respect of personal injury to or death of any person or any loss or damage to any property real or personal and any loss of profit arising out of or in connection with the execution of this order and the Seller shall insure against such risks and to such amount as the Buyer shall specify and in any event to an amount being not less than £1,000,000 and if and whenever requested to do so by the Buyer the Seller shall produce to the Buyer evidence that such policies are in full force and effect and that the premiums in respect thereof have been paid and are up-to-date.

6. REJECTION

The Buyer reserves the right to reject all or any part of the goods which the Buyer considers do not conform with Condition 4 or to the order and/or specifications submitted

by the Buyer to the Seller and to return such rejected goods to the Seller at the Seller's risk

and expense. Without prejudice to any other remedy the Buyer may at its option

have the rejected goods replaced at the purchase price stated in the order.

7. PRICE

The price quoted shall not be subject to change without the prior written consent of the Buyer and shall include where applicable V.A.T. as a separate charge and such packing costs as are acceptable to the Buyer's needs and the cost of delivery.

8. INVOICES AND PAYMENT

Invoices shall relate to one order only and be sent to the address notified to the Seller. Subject to the Services being delivered to the University's satisfaction payment shall be due 30 days from the date on which the invoice is received, provided that the invoice is valid and undisputed. The Seller shall ensure their sub-contractors are also paid on 30 day terms.

9. SUBSTITUTIONS

No substitutes for the materials or parts specified by the Buyer shall be used without the Buyer's consent.

10. PACKING AND DELIVERY

(1) Prior to despatch the goods shall be properly packed and secured in a manner so as to reach their correct destination in good condition under normal conditions of transport. The Seller shall bear the risk of any loss or damage to or deterioration of the goods from whatever cause arising during the transport of the goods.

(2) Each delivery must be accompanied by details of the exact quantity and description of the goods and shall be delivered to the address notified to the Seller by the Buyer on the purchase order. Time shall be of the essence of the contract and shall start to run from the date of acceptance by the Seller of the order or the date on which the Seller is placed in possession of such information and drawings as may be necessary to enable him to start work on the goods which ever may be the later and late delivery of all or any part of the order shall entitle the Buyer to terminate the order and reject such late delivery. Delivery in instalments shall be permitted only with the prior consent of the Buyer.

11. PASSING OF RISK AND PROPERTY

Until delivered and accepted by the Buyer the goods shall remain at the risk of the Seller who shall insure the same against all risks which can be reasonably contemplated. It shall be the Seller's responsibility to unload its vehicles and deliver the goods into the Buyer's premises. Subject to the Buyer's right of rejection, the property in the goods shall pass to the Buyer upon delivery.

12. ASSIGNMENT

The Seller may not assign or transfer or sub-contract this order or any rights or obligations under it whether by operation of law or otherwise without the prior written consent of the Buyer.

13. TERMINATION

If the Seller fails to make deliveries as hereby provided or commits any breach of these conditions or of any other undertaking to the Buyer (express or implied) or (being a body corporate) has a Receiver appointed or passes a resolution for winding up (other than for the purposes of amalgamation or reconstruction) or a Court makes an order to that effect, or (being an individual) has a Receiving Order made against him or enters into any composition or arrangement with his creditors, the Buyer may, without prejudice to its other rights and remedies determine the contract in respect of all or any part of the undelivered part of this order and in respect of any other goods already delivered under the order which cannot be effectively and commercially used by reason of the Seller's failure entirely to perform the contract or give any such receiver or liquidator or other person the option of carrying out the contract without any liability by the Buyer to the Seller.

14. GUARANTEE

Without prejudice to any other remedy which the Buyer may have for breach of contract, if within the period after delivery named in the order or if no period is named within one year after delivery the Buyer gives notice in writing to the Seller of any defect in the goods which shall arise under proper use from faulty design materials or workmanship then the Seller shall with all possible speed replace or repair the goods so as to remedy the defects without cost to the Buyer.

15. SUSPENSION AND FORCE MAJEURE

If the performance of the contract by the Buyer shall be delayed by any circumstances or conditions beyond the Buyer's control the order shall be suspended during such delay and shall again become operative upon the termination of the cause of such delay provided that to meet any altered circumstances occasioned thereby the Buyer may make such variations to the terms of this order as are in its opinion reasonable. If the Seller does not agree thereto the Buyer may cancel this order so far as it remains unperformed but shall pay a proportionate part of the quoted price for work done and goods supplied. In the event of any dispute as to the proper proportion the matter shall be settled by the Buyer's Auditors who shall act as experts and not arbitrators and whose decisions shall be final and binding.

16. INDUSTRIAL PROPERTY RIGHTS

The Seller warrants that the supply by the Seller and use by the Buyer of the goods specified in this order does not and will not infringe the industrial property rights of every kind of any third party, save insofar as the goods supplied or the manufacture thereof are in accordance with any special requirement specified by the Buyer. The Seller undertakes fully to indemnify the Buyer against all claims and demands of every nature arising from any infringement of such rights. Patent rights to all improvements embodied in designs tools patterns drawings and equipment supplied by the Buyer under this order are reserved by the Buyer.

17. EQUAL OPPORTUNITIES

The University is committed to equality of opportunity. The University has legal requirements under equal opportunities law and in particular commitments under the

Race Relations(Amendment Act). The vendor will fully respect and comply with the Universities Equality and Diversity Policy and equal opportunities law. The vendor will not do anything to cause the University to be in breach of it's commitments. The vendor will fully co-operate with any equality initiatives of the University.

18. FREEDOM OF INFORMATION

The University is a Public Authority within the meaning of the Freedom of Information Act 2000.

Information received from the seller may be made available on demand in accordance with Freedom of Information Act 2000

19. GOVERNING LAW

The contract resulting from this order shall be construed in accordance with English Law and shall be subject to the non-exclusive jurisdiction of the English Courts.