

TERMS AND CONDITIONS OF PURCHASE

1. GENERAL

1.1 Definitions:

"Conditions"	the terms and conditions set out in this document.
"Contract"	the contract between DUTC and the Supplier for the sale and purchase of the Goods in accordance with these Conditions.
"DUTC"	Derby Manufacturing University Technical College.
"Goods"	the goods (or any part of them) set out in the Order.
"Order"	DUTC's order for the Goods, as set out in DUTC's purchase order form.
"Supplier"	the person or firm from whom DUTC purchases the Goods.

1.2 DUTC operate a 'no purchase order, no payment' policy and therefore a purchase order number must be quoted in full on all delivery notes and invoices, which must also show the date of delivery and the address to which the Goods have been delivered.

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 trade, custom, practice or course of dealing.

3. INDEMNITY

3.1 The Supplier shall at all times indemnify and hold DUTC and its associated or subsidiary companies harmless from and against any and all liabilities, costs, expenses, damages and losses suffered or incurred by DUTC as result of or in connection with:

- 3.1.1 any claim made against DUTC for actual or alleged infringement of a third party's intellectual property rights arising out of or in connection with the 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;
- 3.1.2 any claim made against DUTC 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
- 3.1.3 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.

3.2 This clause 3 shall survive termination of the Contract.

4. INSURANCE

4.1 During the term of the Contract 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.

5. CANCELLATION AND TERMINATION

5.1 DUTC reserves the right at any time to cancel or revoke the work called for under the Order. DUTC shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods and for costs reasonably incurred by the Supplier at the time of termination, which in any event shall be mitigated to the maximum possible extent by Supplier.

5.2 If at any time it appears to DUTC that Supplier has breached or defaulted in the terms of these Conditions or such breach or default is likely to occur, DUTC may, without prejudice to any other rights, terminate the Contract forthwith by notice in writing.

6. INSPECTION

6.1 Any Goods received and found on inspection by DUTC to be either damaged and/or in any way failing to meet the specification or otherwise unsuitable, will not be deemed to have been accepted as being in conformance with the Order and will be returned to the Supplier for replacement at the Supplier's risk and expense without prejudice to any other rights which DUTC may have.

6.2 The onus is on the Supplier to ensure that the Goods specified/supplied are suitable for the purpose for which they are intended.

7. PRICE

7.1 The price shown on the Order shall be fixed for the duration of the Contract unless expressly varied in writing by DUTC.

8. PAYMENT TERMS

8.1 DUTC payment terms are 30 days from receipt of a valid accurate invoice. The invoice must clearly show a valid DUTC purchase order number, along with any quotation or contract references. It must also show VAT separately and include the Supplier's VAT registration number.

9. DELIVERY POINT

9.1 The price shown on the Order will include delivery to a specified location.

10. DELIVERY

10.1 The time(s) of delivery specified in the Order is of the essence of this Contract and no acts of DUTC including without limitation, acceptance of late deliveries shall constitute waiver of this provision, and the Goods shall be delivered in accordance with the Order at such time as is specified therein.

11. ACCEPTANCE

11.1 In the case of Goods delivered by Supplier not being of the stipulated quality, quantity or measurement, DUTC shall have the power to reject any such Goods and to purchase substitute quantities elsewhere, as nearly as practicable to the same specification and condition as circumstances shall admit, and any extra expense items incurred shall be paid by Supplier to DUTC. Payment shall not prejudice DUTC reserve the right of rejection.

12. PASSING OF PROPERTY AND RISK TO BUYER

12.1 The property and risk in the Goods shall remain with the Supplier until they are delivered and signed for by DUTC representative at the delivery point on the Order at which point property and risk will pass to DUTC.

13. BRIBERY AND CORRUPTION

13.1 DUTC is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas and operates a clear Policy which outlines DUTC's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010.

13.2 DUTC will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. DUTC Governors and Managers are committed to maintaining effective measures to prevent, monitor and eliminate bribery. Notwithstanding the provisions for termination which are made within these Conditions, if any employee or representative of the Supplier is found to have offered any form of bribe to any employee of DUTC, DUTC reserves the right to terminate the Contract with immediate effect.

14. COSHH REGULATIONS

14.1 In accordance with the COSHH Regulations 1988 the Supplier shall supply a copy of the data hazard sheet to support all substances supplied as a result of the Order.

15. SITE ATTENDANCE

15.1 If the Order relates to the necessity of a contractor coming onto DUTC site, the contractor's representative should report to the College's main reception upon commencement of the work and agree to abide by the College's health and safety policy and codes of practice.

16. GENERAL

16.1 **Governing Law.** The Conditions and the Contract between the parties shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute thereto, Sections 12-15 of the Sale of Goods Act 1979 shall apply and no exclusions thereof shall be agreed.

16.2 Notices.

16.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.

16.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 16.2.1 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; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.

16.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action

Authorised Signatory:

Job Title:

Print Name:

Date:

Company Name: