1 INTERPRETATION

“Buyer” means the University of Southampton
“Seller” means the person, firm or company to whom the Purchase Order is issued
“Purchase Order” means the Buyer’s Purchase Order for Goods and/or Services

2 BASIS OF PURCHASE

2.1 The Buyer’s Purchase Order constitutes an offer by Buyer to purchase the Goods and/or acquire the Services and the Contract Terms. Any of the following are deemed to constitute the Seller’s agreement to comply with the Contract Terms:

2.1.1 any acceptance of a Purchase Order by the Seller (notwithstanding any conditions attached to such acceptance or any terms of contract different from the Contract Terms by the Seller);
2.1.2 the commencement of any work by the Seller;
2.1.3 the delivery of any Goods or the performance of any Services by or on behalf of the Seller.

2.2 The Contract Terms shall govern the performance of the Services and concerning hazardous substances.

3 QUALITY AND SPECIFICATION

3.1 The quantity, quality and description of the Goods and the Services shall be as specified in the Purchase Order and/or in any specification supplied or agreed in writing by Buyer.

3.2 The Goods and Services shall be fit for purpose for which the Buyer has purchased them, or if this is not specified, for the purpose for which Goods and Services are usually purchased. They will be of the quality, quantity, performance and condition as described in the Contract Terms, together with the copyright, design rights and any intellectual property rights in such specification or description which the Buyer has given to the Seller or which the Seller has given to the Buyer.

3.3 Goods and Services which do not meet these requirements shall be considered as defective.

3.4 The Seller shall immediately inform the Buyer if it knows or has any reason to suspect that any Goods or Services may be defective or have a latent defect or are of a batch or design which has been defective when supplied to others.

3.5 Goods or Services specifically produced for Buyer by the Seller in connection with the Contract, together with the copyright, design rights and any intellectual property rights in such specification shall be Buyer’s property.

3.6 Goods made or Services performed by Buyer’s specification shall not be manufactured for or supplied to any other party.

3.7 Buyer shall be entitled to inspect and test the Goods during manufacture, processing or storage prior to despatch and to test the Services during performance, without relieving the Seller of the Seller’s obligations.

3.8 The Seller shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and the performance of the Services, all health and safety legislation and all security and safety regulations and rules from time to time in force on the premises or site all installation plant, service material, rubbish and temporary works and leave the premises or site and clear the site of all installation plant, service material, rubbish and temporary works and all installation plant, service material, rubbish and temporary works and leave the premises or site in a safe condition.

3.9 The Goods shall be marked in accordance with Buyer’s instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

4 PRICE

4.1 The Seller shall quote to Buyer such information about the Goods and any components, parts or raw materials used in manufacturing the Goods including information relating to possible risks to health and safety and environment.

4.2 The Seller must quote the Purchase Order number on all documentation relating to the Contract.

5 PAYMENT

5.1 The price of the Goods and the Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be inclusive of any value added tax and all other charges for packaging, packing, carriage, carriage, insurance and delivery. Any additional charges agreed with Buyer prior to delivery, such as overnight or small order charges, must be shown separately on the Seller’s invoice.

5.2 No increase in the price may be made for any reason without Buyer’s prior written consent.

6 PAYMENT

6.1 Unless otherwise stated by Buyer, payment shall be made within 28 days of receipt and agreement of invoice.

6.2 Time of payment shall be of the essence.

6.3 Buyer may set off against the price any sum owed to Buyer by the Seller.

7 DELIVERY

7.1 The date of delivery of the Goods and/or Services shall be as specified in the Purchase Order and, unless otherwise so stated, shall be inclusive of any value added tax and all other charges for packaging, packing, carriage, carriage, insurance and delivery. Any additional charges agreed with Buyer prior to delivery, such as overnight or small order charges, must be shown separately on the Seller’s invoice.

7.2 Buyer shall be entitled to reject any Goods delivered or Services performed on or before any specified date as defective or as not conforming in all respects with the Contract Terms.

7.3 Delivery shall be deemed to be made on receipt of the Goods and/or Services by Buyer at the place of delivery as specified in the Contract Terms.

7.4 The Seller shall supply all plant, machinery, materials, equipment and/or ancillary items necessary for the execution of the work or for the performance of the work for the purpose of enabling the Buyer to use the Goods and Services or in the event of default on the part of the Seller, to treat the Contract as discharged by the Seller’s breach and require the repayment of any part of the price already paid.

7.5 Neither the Seller nor Buyer shall be liable to the other to be deemed to be in breach of the Contract by reason of any delay or default, in the performance of any of their respective obligations if the delay or default was beyond the reasonable control. For the avoidance of doubt, illness, shortage of the Seller’s staff or sub-contractors or the failure of any of the Seller’s sub-contractors to supply goods, components, services or materials shall not be regarded as causes beyond the Seller’s reasonable control.

19 SPARE PARTS

Where applicable, the Seller shall ensure that all spare and/or replacement parts, components and materials for the Goods or Services may be available from the Seller for the 10 years after the date of delivery by the Buyer of the Goods in question.

16 INSTALLATION AND WORK ON SITE

16.1 The Seller shall at all times whilst on Buyer’s premises or on site comply with and procure that its employees, agents and sub-contractors comply with all relevant and statutory and other legal requirements relating to the provision of the Goods and Services.

16.2 The Seller shall comply with all applicable regulations and legal requirements concerning the manufacture, packaging, labelling, packing, delivery of the Goods and the performance of the Services, all health and safety legislation and all security and safety regulations and rules from time to time in force on Buyer’s premises or site and will be deemed to have full knowledge of such regulations, copies of which shall be supplied on request.

16.3 Where the Seller is responsible for installation of the Goods and/or providing other Services, such Services shall be carried out to Buyer’s satisfaction. On receipt of a commissioning certificate from Buyer’s authorised representative, which shall not constitute acceptance of the Goods and Services, the Seller shall clear away and remove from Buyer’s premises all installation plant, service material, rubbish and temporary works and all installation plant, service material, rubbish and temporary works and all installation plant, service material, rubbish and temporary works.

17 TERMINATION

17.1 Buyer may be entitled to cancel Purchase Orders in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery of performance without incurring any liability to the Seller other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

17.2 Buyer shall be entitled to terminate the Contract without liability to the Seller and reserving all rights by giving notice to the Seller at any time if:-

17.2.1 the Seller is in material breach of any of the Seller’s obligations and that breach cannot be remedied;
17.2.2 the Seller is in material breach of any of the Seller’s obligations and that breach can be remedied but the Seller fails to do so within 30 days starting on the day after notice from Buyer;
17.2.3 the Seller commits more than one breach of any of the Seller’s obligations and the cumulative effect of such breaches is such that it is reasonable in all the circumstances to terminate the Contract;
17.2.4 the Seller makes default in performance of the Goods and/or Services for a period of more than 15 days, or in respect of the performance over the one month period immediately after the service of notice specified in condition 17.2.2.

17.3 Buyer makes no further payment to the Seller on the Goods or Services or in the event of the Seller becomes insolvent or in the event of the administration order or goes into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed of any of the Seller’s property or assets; or

17.4 Buyer reasonably believes that any of the events mentioned above is about to occur and notifies the Seller accordingly.

16.9 If the delivery is incomplete then Buyer may accept or reject the Goods or Services delivered or perform and cancel or vary the balance of the Purchase Order.

16.10 Should the Seller be in breach of any of the terms and conditions of sale set out in the Contract, the Buyer shall not be liable to the Seller or sub-contractors for any additional costs incurred by the Seller or sub-contractors in relation to the breach of contract.

16.11 Buyer may be entitled to cancel the Contract in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery of performance without incurring any liability to the Seller other than to pay for Goods and/or Services already delivered or performed at the time of such notice.

16.12 Buyer may be entitled to terminate the Contract without liability to the Seller and reserving all rights by giving notice to the Seller at any time if:-

16.12.1 Buyer is in breach of any of the Seller’s obligations (and that breach cannot be remedied);
16.12.2 Buyer is in breach of any of the Seller’s obligations and that breach can be remedied but the Buyer fails to do so within 30 days starting on the day after notice from Buyer;
16.12.3 Buyer will comply with all statutory requirements, regulations and legal requirements relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British standard or equivalent specification unless otherwise agreed);
16.12.4 Buyer will perform all obligations specified in the Contract and will be entitled to be paid all monies due and owing under the Contract.

10 COMPLIANCE

10.1 The Seller shall comply with all applicable regulations (including the General Product Safety Regulations 1994) and other legal requirements concerning the manufacture, packaging, labelling, packing and delivery of the Goods and performance of the Services and concerning hazardous substances.

10.2 The Seller shall warrant to Buyer that the Seller is fully qualified, financed and organised to perform the Contract and the Seller shall be fully insured to cover all risks involved in performing the Contract.

11.2.2 will comply with all statutory requirements, regulations and legal requirements relating to the manufacture and sale of the Goods, product safety, packaging, labelling and hazardous substances (including the appropriate British standard or equivalent specification unless otherwise agreed);

11.2.2 will be by appropriately trained and qualified personnel, with due care and diligence; and