

## 1 Definitions

The following words and expressions shall have the following meanings:

**Conditions:** the standard terms and conditions of purchase as laid out in this document, and include any supplementary or special conditions agreed in writing between the Company and the Supplier;

**Confidential Information:** all documents, papers, databases, drawings, diagrams, calculations, figures, data and other information whether in physical form or otherwise, whether expressed to be confidential or not, and in whatever media or format provided or orally disclosed by the Disclosing Party to the Receiving Party in the course of, or in connection with the performance of each Party's obligations under the Contract;

**Contract:** as defined in the Purchase Order/Request for Goods/Request for Services and shall comprise of all the documents, annexures, appendices or schedules therein;

**Company:** Arthritis Research UK;

**Delivery Address:** the address stated in the Purchase Order/Request for

Goods/Request for Services;

**Goods:** the Goods as stated in the Purchase Order/Request for Goods and any part thereof as the context required;

**Party:** a party or parties to the Contract;

**Price:** the price of the Goods/Services as stated in the Purchase Order/Request for Goods/Request for Services;

**Purchase Order:** the order for the Goods/Services issued by the Company, in either printed or electronic format to the Supplier;

**Request for Goods:** an order for the Goods (other than a Purchase Order) in the form of a request for goods issued by the Company to the Supplier;

**Request for Services:** an order for the Services (other than a Purchase Order) in the form of a request for services issued by the Company to the Supplier;

**Services:** the Services as stated in the Purchase Order/Request for Services;

**Specification:** the specification of the Goods/Services as stated in the Purchase Order/Request for Goods/Request for Services and shall include all quotations, plans, drawings, specifications, standards and performance requirements relating to the Goods/Services;

**Supplier:** the person, firm or company appointed by the Company under the Contract as stated in the Purchase Order/Request for Goods/Request for Services.

## 2 Interpretation

In these Conditions unless the context otherwise requires:

- 2.1. any reference to gender shall include all other genders, and the singular shall include the plural, and vice versa;
- 2.2. The expression 'person' shall mean any individual, firm, company, incorporated association, partnership or joint venture;
- 2.3. any reference to a statute or a statutory provision shall be construed as a reference to the same from time to time as amended, consolidated, modified, extended, re-enacted or replaced; and
- 2.4. any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

## 3 Conditions Applicable

- 3.1. Other than as provided for by clause 3.3, these Conditions shall apply for the purchase of Goods or Services from the Supplier to the exclusion of any terms and conditions which the Supplier may purport to apply under any confirmation of order, invoice or similar document. The supply of the Goods and/or provision of the Services shall be deemed the Supplier's acceptance of these Conditions.
- 3.2. Any variation of the Conditions (including any supplementary or special terms and conditions agreed between the parties) shall have no effect unless agreed in writing between the parties.
- 3.3. Where the Company enters into a formal written contract with the Supplier for the supply of Goods and/or provision of Services and where there is a conflict between the terms of that formal written contract and these Conditions, the terms of the formal written contract shall apply.

## 4 Specification

- 4.1. The Supplier shall ensure that the Goods:
  - a. shall be in accordance with the Specification, including for the avoidance of doubt, any sample provided by the Supplier;
  - b. shall be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for the purpose they are required, whether expressly stated or reasonably implied;
  - c. shall be free from defects in design, materials and workmanship;
  - d. shall comply in all respects with all statutory and EU regulations relating to the Goods and the packaging and labelling of the Goods.
- 4.2. The Supplier shall ensure that the Services:
  - a. shall be provided with the high degree of professional skill, sound practices and good judgement normally exercised by recognised professional firms or by highly skilled and experienced suppliers providing services of a similar nature to the Services;
  - b. shall be provided in accordance with the Specification and fit for the purpose expressly or impliedly made known to the Supplier;
  - c. include all equipment, tools and materials required to provide the Services;
- 4.3. The provisions of this clause 4 shall survive the termination of the Contract, however arising.

## 5 Inspection and Rejection

- 5.1. The Company shall have the right to inspect the Goods and perform tests as it considers reasonable to ascertain the conformance of the Goods with the Specification.
- 5.2. The Company shall be entitled to reject any Goods delivered and/or Services provided which are not in accordance with the Specification, and shall not be deemed to have accepted any Goods/Services until the Company has had reasonable time to inspect them following delivery/provision or, if later, within a reasonable time after any latent defect in the Goods/Services has become apparent.

- 5.3. The Supplier accepts that the Goods may be stored in a 3<sup>rd</sup> party warehouse and that an inspection of the Goods may not be possible until the Goods are sold to an end-user. The Company reserves its right to reject the Goods under this clause 5 until 30 days after the date of dispatch to an end-user.

## 6 Right of Rejection

- 6.1. If the Company rejects any Goods/Services in accordance with clause 5.2 then the Supplier shall, at the Company's sole option and at the Supplier's sole cost, and as soon as reasonably practicable, but in any event within twenty (20) Business Days of the Company's notice in writing:
  - a. replace the rejected Goods; or
  - b. re-provide the rejected Services; or
  - c. pay to or credit the Company with a refund of the price paid in respect of the rejected Goods/Services; or
  - d. provide a combination of the remedies set out in this clause 6.1.a to 6.1.c.
- 6.2. The Company may at any time at its absolute discretion refuse to accept or continue to accept any particular employee of the Supplier on its premises.

## 7 Delivery

- 7.1. Delivery of the Goods and/or the Services shall be at the time and date and in the manner specified in the Purchase Order/Request for Goods/Request for Services or as otherwise agreed in writing.
- 7.2. A delivery note which specifies the Purchase Order number or given reference by the Company shall accompany each delivery of the Goods.
- 7.3. An acceptance note which specifies the Purchase Order number or given reference by the Company shall accompany each provision of the Services.
- 7.4. The Company shall be under no obligation to return to the Supplier any packaging or packaging materials for the Goods/Services, whether or not the Goods/Services are accepted by the Company. All packaging supplied should provide adequate protection in normal conditions of transit of expected duration.
- 7.5. If the Goods are not delivered and/or the Services are not provided on the due date then, without prejudice to any other remedy, the Company shall be entitled to deduct from the Price or, if the Supplier has already paid the Price, to off-set from monies owed to the Supplier an amount equal to the additional costs reasonably incurred by the Supplier as a result of the delay.
- 7.6. Title to the Goods shall pass to the Company upon delivery to the Company, unless payment for the Goods is made prior to delivery, where it shall pass to the Company once payment has been made.
- 7.7. Risk shall pass to the Company upon inspection and acceptance of the Goods in accordance with clause 5.

## 8 Price

- 8.1. The Price of the Goods and/or the Services shall be as stated in the Purchase Order/Request for Goods/Request for Services and, unless stated otherwise, shall be inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, travel, subsistence or other costs necessary for the performance of the Services, and any duties or levies other than Value Added Tax.
- 8.2. The Price shall include all the Supplier's obligations under the Contract, whether expressly stated or reasonably implied.
- 8.3. No increase in the Price will be made without the prior consent of the Company in writing.

## 9 Payment

- 9.1. The Supplier's official invoice should be sent promptly to the Company after delivery of the Goods and/or provision of the Services, as the case may be, to the address indicated in the Purchase Order/Request for Goods/Request for Services, unless otherwise instructed and must show:
  - a. the Company's Purchase Order number (if applicable);
  - b. the Supplier's invoice number;
  - c. a full description of the Goods delivered and/or the Services provided;
  - d. the full details of the Price;
  - e. current VAT requirements;
  - f. the Request for Goods/Request for Services originator (if applicable).
- 9.2. Unless otherwise agreed in writing, the payment of the Price will be made within thirty (30) days of the date of invoice, subject to confirmation by the Company that the Goods have been delivered and/or the Services provided to the Company's satisfaction in accordance with clause 5.
- 9.3. The Company shall be entitled to off-set against any invoice, any monies due to the Supplier under the Purchase Order/Request for Goods/Request for Services or under any other contractual arrangement.
- 9.4. Value Added Tax, where applicable, shall be shown separately on all invoices at the prevailing rate.

## 10 Indemnity

- 10.1. The Supplier shall keep the Company 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 incurred by the Company as a result of or in connection with:
  - a. any claim made against the Company 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, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
  - b. any claim made against the Company 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
  - c. any claim made against the Company by a third party arising out of or in connection with the supply of the Goods or the Services, 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.

- d. any indirect or consequential loss or damage sustained by the Company for which the Company may be liable, as a result of the failure or delay of the Supplier to supply the Goods and/or provide the Services as stated in the Specification.
- 10.2. The provisions of this clause 10 shall survive the termination of the Contract, however arising.

#### 11 Insurance

- 11.1. The Supplier shall maintain in force during the term of the Contract full and comprehensive insurance as appropriate in respect of the supply of the Goods and/or provision of the Services such insurance to be with reputable insurers acceptable to the Company, 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.

#### 12 Compliance

- 12.1. The Supplier shall:
- comply with all applicable laws, statutes, regulations relating to the provision of the Goods / Services including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015, the Company's Published Policies, and shall ensure that no conflict of interest arises which will or is likely to prejudice its independence and objectivity or otherwise detrimentally affect the Supplier's ability to perform or cause embarrassment or reputational harm to the Company (**Relevant Requirements**);
  - have and shall maintain in place throughout the term of this agreement its own appropriate policies and procedures to ensure compliance with the Relevant Requirements, and will enforce them where appropriate;
  - implement appropriate due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery, human trafficking or bribery in its supply chains;
  - promptly report to the Company:
    - any breach, or potential breach, of the policies required by Clause 12.1.b; or
    - any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement;
    - any actual or suspected slavery or human trafficking in a supply chain which has a connection with this agreement.
- 12.2. The Supplier warrants that:
- it conducts its business in a manner that is consistent with the policies required by Clause 12.1.b;
  - neither the Supplier nor any of its officers, employees or other persons associated with it;
  - has been convicted of any offence involving bribery or corruption, fraud, dishonesty, slavery and human trafficking; and
  - to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with the Relevant Requirements.
  - subject to any approval required by this agreement, any sub-contractor engaged by the Supplier to provide services under this agreement, is engaged on written terms so as to ensure that the sub-contractor provides the same conditions and warranties as the Supplier is required to by this clause.

#### 13 Termination

- 13.1. The Company shall be entitled to cancel the Purchase Order/Request for Goods/Request for Services in respect of all or part only of the Goods and/or the Services without liability to the Supplier by giving not less than five (5) business days' written notice to the Supplier at any time prior to delivery of the Goods or provision of the Services.
- 13.2. The Company shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier immediately at any time if:
- the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual, or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction);
  - the Supplier ceases, or threatens to cease to carry on business;
  - the Supplier dies or by reason of any illness becomes unable to comply with its obligations under the Contract;
  - the Supplier commits a material breach of the Contract and fails to remedy the breach within ten (10) business days of notification of such breach;
  - the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract;
  - the Supplier commits any criminal offence whilst supplying the Goods and/or providing the Services.
- 13.3. Where the Company terminates the Contract in accordance with clause 13.2, the Company shall be entitled to recover from the Supplier all additional cost, loss or expense reasonably incurred by the Company in procuring the Goods and/or Services (or any part of them) from an alternative supplier.
- 13.4. Upon the termination of the Contract the Supplier shall (if required by the other Company) promptly return to the Company all Confidential Information, data, materials and other property of the Company.
- 13.5. Termination of the Contract shall not prejudice any rights, powers or remedies of either Party which had arisen on or before the date of termination of the Contract.

#### 14 Dispute Resolution

- 14.1. If any dispute arises out of or in respect of the Contract, a representative of each Party shall, within thirty (30) days of a written request from one Party to the other, meet in a good faith effort to resolve the dispute.
- 14.2. Failing resolution of such dispute by such dispute within a period of ten (10) business days of the reference to them, the dispute shall immediately be referred in writing by either Party to the respective directors of each of the Parties who shall seek to reach agreement upon such dispute within one (1) calendar month of the reference to them. The dispute may, by agreement between the Parties, be referred to mediation. A neutral person (a mediator) shall be chosen by agreement between

the Parties or within 14 days of notice apply to the Centre for Dispute Resolution ("CEDR") to appoint a mediator.

#### 15 Variations

- 15.1. The Company reserves the right to from time to time in writing to the Supplier, to alter, amend, omit, add to or otherwise vary the supply of Goods and/or provision of Services. Any alteration to the Price or the completion date arising from such variation shall be agreed in writing by both parties.

#### 16 Assignment and Sub Contracting

- 16.1. The Supplier shall not assign or sub contract the Contract or any part of it without the prior consent of the Company in writing. Such consent shall not be unreasonably withheld.
- 16.2. The Company may on reasonable notice in writing from the Supplier, transfer or assign all or any rights and /or obligations under the Contract.

#### 17 Force Majeure

- 17.1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such a delay or failure result from an event, circumstances or cause beyond its reasonable control (Force Majeure Event).
- 17.2. The Supplier shall use all reasonable endeavours to mitigate the effect of a Force Majeure Event on the performance of its obligations.
- 17.3. If a Force Majeure Event prevents, hinders or delays the Supplier's performance of its obligations for a continuous period of more than [NUMBER] Business Days, the Customer may terminate the Contract immediately by giving written notice to the Supplier.

#### 18 Confidentiality

- 18.1. The Supplier shall at all times keep secret and confidential the Confidential Information and shall not disclose the same to any third Party without the prior written consent of the Company.
- 18.2. The Supplier shall use at least the same degree of care to avoid unauthorised dissemination or publication of Confidential Information disclosed to it by the Company under the Contract as it employs with respect to its own information which it does not desire to have disseminated or published.
- 18.3. The Supplier shall only use the Confidential Information and disclose it only to its employees who have a need to know the same for the purpose of discharging the Supplier's obligations under the Contract. Any employee to whom Confidential Information is disclosed shall be informed of these Confidentiality provisions contained in this clause 17.1 and the confidential nature of the Confidential Information.
- 18.4. The provision of Confidential Information by the Company does not create any obligation to the Supplier as to the accuracy of such Confidential Information.
- 18.5. The Supplier shall not even after the expiry or termination of the Contract disclose such Confidential Information except with the written consent of the Company.
- 18.6. The provisions of this clause 17.1 shall survive the termination of the Contract, however arising.

#### 19 Intellectual Property

- 19.1. The Supplier shall promptly disclose to the Company full details of the following, which shall be treated by the Supplier as Confidential information:
- any logo, trade or service mark, design or copyright work, whether or not capable of registration, created by the Supplier or its personnel in the course of provision of the Services to the Company which for the avoidance of doubt shall include any software created by the Supplier or its personnel;
  - any invention, development, design, discovery, arrangement, scheme, process or improvement in procedure made, discovered, or devised by the Supplier or its personnel in the course of the provision of the Services to the Company.
- 19.2. The Supplier shall assign to the Company all right, title and interest in and to any item within clause 19.1.a and any invention within 19.1.b so that the property, including all intellectual property rights in the Services and in any such logo, trade or service marks, design or copyright work and in the inventions, shall vest in the Company absolutely. The Supplier shall ensure that it has obtained a sufficient licence assignable to the Company in 'stock' photographs obtained from news or photographic agencies for particular advertisements or to photographic or film negatives or to any other medium in which this material may be supplied and identify to the Company the terms and restrictions of any licence.
- 19.3. The Supplier assigns to the Company (including, to the extent necessary, by way of present assignment of future copyright and design right) all future copyright and design right, and all copyright and design rights and all other intellectual property rights for their full terms throughout the world, which have been or will be created by the Supplier or its personnel in providing the Services together with the right to claim for damages or other remedies as a result of any infringement of such rights.
- 19.4. The provisions of this clause 19 shall survive the termination of the Contract, however arising.

#### 20 General

- 20.1. Any notice to be served on a Party by the other Party shall be in writing and shall be addressed to the other Party.
- 20.2. No waiver shall be effective unless it is communicated to the other Party in writing and the failure of either Party to exercise any right or remedy shall not constitute a waiver.
- 20.3. Nothing in the Contract shall be construed so as to create a partnership or joint venture between the Parties. Neither of the Parties shall describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the other Party's behalf.
- 20.4. No term of the Contract is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to the Contract.

#### 21 Governing Law

- 21.1. The Contract shall be governed by and construed in accordance with the laws of England and the courts of England will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract.