
HIGHWAY CARE LIMITED STANDARD CONDITIONS FOR PURCHASE OF GOODS AND SERVICES

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1. DEFINITIONS AND INTERPRETATIONS

In these Conditions: -

- 1.1 "Contract" means the agreement between the Purchaser and the Supplier consisting of the Order, these Conditions and any other documents, or parts thereof, specified in the Order for the sale and purchase of the Goods or supply of the Services.
- 1.2 "Purchaser" means Highway Care Limited and any of its subsidiary or associated companies from time to time.
- 1.3 "Supplier" means the Supplier named in an Order.
- 1.4 "Conditions" means the standard Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and Conditions agreed in writing between the Purchaser and the Supplier.
- 1.5 "Order" means the Purchaser's officially numbered purchase order incorporating these Conditions together with all the documents attached or referred to therein.
- 1.6 "Price" means the price exclusive of Value Added Tax payable to the Supplier by the Purchaser under the Contract for the full and proper performance by the Supplier of its obligations under the Contract.
- 1.7 "Goods" means all products, articles or materials specified in an Order to be supplied in accordance with the Contract.
- 1.8 "Services" means the services or work specified in an Order to be supplied in accordance with the Contract.
- 1.9 "Address" means the delivery address stated in an Order or such other address as the Purchaser may subsequently notify in writing.
- 1.10 "Delivery" means the receipt by the Purchaser of the Goods or performance of the Services at the Address.
- 1.11 "Correct Invoice" means a detailed invoice quoting the Purchaser's order number setting out full details of the Goods or Services supplied, agreed prices and any discounts given.
- 1.12 "Data" means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items.

BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or Services at the Price stated in the Order and subject to these Conditions.
- 2.2 No Contract shall be concluded until the Supplier either expressly by giving notice of its acceptance to the Purchaser, or impliedly by fulfilling an Order in whole or in part, accepts the Purchaser's offer.
- 2.3 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been provided to the Purchaser or subject to which the Order is accepted or purported to be accepted by the Supplier unless the Purchaser agrees otherwise in writing.
- 2.4 Subject to Condition 2.2 no variation or addition to these Conditions or an Order or the Contract shall be binding upon the Purchaser unless agreed in writing between an authorised representative of the Purchaser and an authorised representative of the Supplier.
- 2.5 Subject to any amendment in accordance with Condition 2.4 these Conditions embody the entire understanding of the parties and override any prior promises, undertakings, or representations.

CANCELLATION OF ORDER

- 3.1 The Purchaser may cancel a Contract without liability to the Supplier at any time prior to the receipt of express or implied acceptance by the Supplier by giving written notice to the Supplier.
- 3.2 At any time after express or implied acceptance of an Order by the Supplier, the Purchaser shall be entitled to cancel a Contract in respect of all or part only of the Goods and/or the Services by giving written notice to the Supplier at any time prior to delivery or performance, in which event the Purchaser's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.
- 3.3 The Supplier may not cancel the Contract.

PRICE

- 4.1 The price payable for the Goods or the Services shall be that stated on the Order and, unless otherwise so stated, shall be: -
 - 4.1.1 exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice).
 - 4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance, and delivery of the Goods to the Address and any taxes, levies, or duties other than Value Added Tax.
- 4.2 The price shall remain firm for the period of the Contract.
- 4.3 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.
- 4.4 The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise usually granted by the Supplier in such circumstances, unless otherwise agreed in writing by the Supplier and the Purchaser.

DELIVERY

- 5.1 The Goods shall be delivered to and the Services shall be performed at the Address on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours. The Purchaser reserves the right to make alternative delivery arrangements by written notice to the Supplier.
- 5.2 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
- 5.3 Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Purchaser's Order number. The outside of each package will be clearly marked with the Purchaser's Order number, quantity, batch number (where applicable) and any other information appropriate to the Goods.
- 5.4 All Goods and Services must be delivered or performed at the Address specified in the Order. If Goods or Services are incorrectly delivered or performed, the Supplier shall be responsible for remedying the situation and effecting redelivery or re-performance at the correct Address and for any additional expense occurred in delivery or performance at the correct Address.
- 5.5 The Supplier shall supply the Purchaser on delivery of the Goods or performance of the Services with all operating, maintenance, repair and safety data sheets and instructions and other information as are necessary for the safe operation of the Goods which are required to enable the Purchaser to accept delivery of the Goods or performance of the Services.
- 5.6 The Purchaser shall not be obliged to return to the Supplier any packaging or packaging material for the Goods whether or not any Goods are accepted by the Purchaser.
- 5.7 If the Goods are to be delivered or the Services are to be performed by instalments, a Contract shall be treated as a single contract and not severable.

- 5.8 The Purchaser shall not be deemed to have accepted the Goods until the Purchaser has had a reasonable time to inspect them following Delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.
- 5.9 The Purchaser reserves the right to mark the Goods immediately on Delivery for the purposes of security. The Purchaser will not be deemed to have accepted the Goods if it marks them nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

PACKAGING

- 6.1 **All Goods must be properly packaged to survive transit to the agreed delivery address.**

PAYMENT

- 7.1 Unless otherwise agreed in writing, the Supplier shall only be entitled to invoice the Purchaser after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the Purchaser. It is the Supplier's responsibility to ensure that each invoice is a Correct Invoice.
- 7.2 Undisputed invoices shall be paid as per the agreed payment terms as stated within our purchase order (If no purchase order has been issued, our standard purchase terms of 30 days end of month shall apply) following receipt and acceptance of goods or services and a correct invoice. Delays in receipt of goods or services, acceptance of goods or services, or a correct invoice will be just cause for the Purchaser to withhold payment.
- 7.3 The Purchaser shall be entitled to set off against the price any sums owed to the Purchaser by the Supplier.

RISK AND PROPERTY

- 8.1 Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with these Conditions.
- 8.2 The property in the Goods shall pass to the Purchaser upon delivery unless advance or progress payments are made for the Goods prior to delivery in which case: -
 - 8.2.1 property in any materials purchased or allocated by the Supplier for the purpose of an Order shall immediately vest in the Purchaser; and
 - 8.2.2 property in any completed Goods appropriated to an Order shall immediately vest in the Purchaser.
- 8.3 If the Goods are rejected by the Purchaser for any reason, property and risk in the Goods rejected shall revert to the Supplier.
 - 8.3.1 Rejected goods, articles or materials are to be removed by and at the expense of the Supplier immediately after the notice of rejection shall have been given, otherwise the Purchaser shall charge the Supplier with all expenses incurred in or about such removal.

QUALITY, QUALITY CONTROL AND INSPECTION

- 9.1 The quantity, quality and description of the Goods and the Services shall, subject to as provided in these Conditions, be as specified in the Order or in any applicable specification supplied by the Purchaser to the Supplier.
- 9.2 The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and in the event of any such request the Supplier shall provide the Purchaser with all facilities reasonably required for inspection and testing.
- 9.3 If, as a result of inspection or testing, the Purchaser is not satisfied that the Goods will comply in all respects with the Contract and the Purchaser so informs the Supplier within a reasonable time, the Supplier shall take such steps prior to Delivery as are necessary to ensure compliance.
- 9.4 Any test and inspection certificates that are required by an Order shall be provided by the Supplier without charge.
- 9.5 Notwithstanding any inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.

WARRANTIES AS TO GOODS AND SERVICES

10.1 The Supplier warrants to the Purchaser that the Goods: -

- 10.1.1 shall be of satisfactory quality and fit for the purpose which the Purchaser has made known to the Supplier or, where the Purchaser does not make any purpose known to the Supplier, for the purpose for which the Goods are normally used.
- 10.1.2 shall be free from defects in design, material, and workmanship.
- 10.1.3 shall comply in every respect with any relevant specifications, drawings, samples, or descriptions; and
- 10.1.4 shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) and any voluntary codes of conduct relating to the Goods and their sale in force at the time of delivery.

10.2 The Supplier warrants that it has free and unencumbered title and right to sell the Goods to the Purchaser and that the sale or use of the Goods for any purpose whatsoever by the Purchaser shall not infringe any patent, copyright, trade name, trademark, design right or any other intellectual property right whatsoever of any third party.

10.3 The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel with competence and due care and diligence and in accordance with the Purchaser's instructions for the provision of such Services and will comply in every respect with all relevant specifications.

INDEMNITY

11.1 The Supplier shall indemnify the Purchaser fully and shall keep the Purchaser fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Purchaser or in connection with: -

- 11.1.1 breach of any warranty or undertaking by the Supplier in relation to the Goods or Services;
- 11.1.2 any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right, trademark, or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Purchaser.
- 11.1.3 any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 11.1.4 any act or omission of the Supplier or its employees, agents, or sub-contractors in supplying, delivering and installing the Goods.
- 11.1.5 any act or omission of any of the Supplier's personnel in connection with the performance of the Services;
- 11.1.6 any injury or other loss caused to an employee of the Purchaser or any other person on the Purchaser's premises, caused by any default or negligence on the Supplier's part, including without prejudice to the generality of the foregoing, any failure by the Supplier or the Supplier's agents, employees or sub-contractors to comply with any provisions of the Health and Safety at Work Act 1984 (and any amendments or modifications thereof) or any regulations or code of practice there under; and
- 11.1.7 any investigation or proceedings or financial redress which arises out of a breach of Condition 24, Equal Opportunities, and the Equality Act 2010.

INSURANCE

12.1 The Supplier shall effect and maintain, and shall require its sub-contractors or agents to effect and maintain throughout the continuance of the Contract insurance policies with insurers under forms of policies satisfactory to the Purchaser.

INTELLECTUAL PROPERTY

- 13.1 All patents, copyright, design rights and other intellectual property rights (“IP Rights”) in all Data prepared or supplied by the Purchaser to the Supplier shall remain the property of the Purchaser.
- 13.2 All “IP Rights” in all Data prepared or developed by the Supplier under or in connection with the Contract shall vest in the Purchaser.
- 13.3 All “IP Rights” in all Data not prepared or developed by the Supplier under or in connection with the Contract but which are: -
- 13.3.1 already vested in the Supplier and
 - 13.3.2 used by the Supplier in connection with the Contract
- shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, irrevocable, royalty-free licence to both the Purchaser and to any third party whom the Purchaser has authorised or may in the future authorise to use, copy or modify such Data provided it is to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract.
- 13.4 Any Data supplied by the Purchaser shall be returned to the Purchaser on fulfilment of the Contract, at the expense of the Supplier.

CONFIDENTIALITY

- 14.1 The Supplier shall keep confidential all information connected with the business of the Purchaser which comes to the Supplier’s knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Services except: -
- 14.1.1 with the prior written agreement of the Purchaser.
 - 14.1.2 by requirement of law.

FORCE MAJEURE

- 15.1 Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond said party’s reasonable control including, but not limited to, any Act of God, act of Government or State, war, fire, civil commotion, insurrection or industrial action of third parties out with the control of the Supplier.

TERMINATION

- 16.1 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith without liability to the Supplier in any of the following events: -
- 16.1.1 if the Supplier commits a breach of any of the terms of the Contract;
 - 16.1.2 if the Supplier (being an individual) becomes bankrupt or (being a company) holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a supervisor, receiver, administrator, administrative receiver appointed over or has any distress execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation;
 - 16.1.3 if the Supplier ceases or threatened to cease to carry on its business or trade.
- 16.2 Without prejudice to the rights of the Purchaser under Conditions 3 and 16.1.1 - 16.1.3 the Purchaser may for any other reason whatsoever terminate the Contract and/or Orders at any time by giving reasonable notice to the Supplier and specifying the date from which termination shall be effective.
- 16.3 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

REMEDIES

- 17.1 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled (whether or not any part of the Goods or Services have been accepted by the Purchaser): -
- 17.1.1 to rescind an Order;
 - 17.1.2 to return the Goods to the Supplier at the cost and risk of the Supplier on the basis that a full refund for Goods so returned shall be paid forthwith by the Supplier.
 - 17.1.3 to require the Supplier at the Supplier's expense to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within 7 days, or any other period agreed in writing by the Purchaser.
 - 17.1.4 to refuse to accept any further deliveries of the Goods or the provision of any further Services with the Purchaser having no further liability to the Supplier.
 - 17.1.5 to claim such damages as may have been sustained in consequence of the Supplier's breach.

ASSIGNMENT

- 18.1 The Supplier shall not assign the Contract nor sub-contract any of its rights or duties here under, without the Purchaser's prior written consent.

WAIVER

- 19.1 No waiver by the Purchaser of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

NOTICE

- 20.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

SEVERABILITY

- 21.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

VARIATIONS

- 22.1 The Supplier shall not vary any of the Conditions of the Contract, except as directed in writing by the Purchaser but the Purchaser shall have the right, from time to time during the execution of the Contract, by notice in writing to the Supplier to add to or omit, or otherwise vary, the terms of the Contract and the Supplier shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract.
- 22.2 If the Purchaser notifies the Supplier of any variation to the Contract that would occasion an amendment to the Price, the Supplier shall, within seven (7) days of receipt of such notification, advise the Purchaser in writing of the proposed amount of any such amendment to the Price.
- 22.3 If, in the opinion of the Supplier, any variation in the Contract is likely to prevent the Supplier from fulfilling any of his obligations under the Contract he shall notify the Purchaser and the Purchaser shall decide as soon as reasonably practicable whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as the Purchaser considers necessary. Until the Purchaser confirms these instructions they shall be deemed not to have been given.

HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION

- 23.1 The Supplier agrees to provide the Purchaser before delivery with written details of any harmful or potentially harmful properties or ingredients in the Goods supplied, together with any information concerning any changes that may take place in such properties or ingredients. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under legislation relating to health and safety at work and the control of substances hazardous to health.
- 23.2 The Supplier shall bring to the attention of all employees, agents, sub-contractors, and representatives of the Supplier involved in any way in the provision of the Goods or performance of the Services, the Purchaser's health and safety requirements and contractors on site requirements and the Supplier shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Supplier.
- 23.3 The Supplier shall: -
- 23.1.1 in relation to all persons likely to be affected by the execution of an Order and coming into contact with the Goods, take all such steps as may be reasonably practicable to ensure their health and safety; and
- 23.1.2 during the execution of an Order take such steps as are reasonably practicable to avoid harm to the environment.

EQUAL OPPORTUNITIES

- 24.1 The Supplier shall operate an Equal Opportunities Policy, which shall be set out in any procedures circulated to its personnel concerned with delivery of the Services, recruitment training and promotion.

ANTI-BRIBERY AND CORRUPTION

- 25.1 The Supplier shall not, and no member of its group of companies shall, offer or agree to give any person working for or engaged by the Purchaser any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to this Contract or any other agreement between the Parties.
- 25.2 In the event of any breach of Clause 25.1 by the Supplier or by anyone employed by the Supplier or acting on the Supplier's behalf, whether with or without the knowledge of the Supplier, or if the Supplier or anyone employed by the Supplier or acting on the Supplier's behalf shall have committed an offence under the Bribery Act 2010, the Purchaser shall be entitled to terminate the Contract forthwith by notice in writing to the Supplier.
- 25.3 The Supplier shall notify the Purchaser in the event that the Supplier or anyone acting on the Supplier's behalf, are prosecuted for any corruption-related offences including bribery.

PUBLICITY

- 26.1 Any Order placed by the Purchaser shall be treated as confidential and in particular the Supplier shall not make use of the Purchaser's name or the name of any of the Purchaser's customers for publicity purposes without the prior written consent of the Purchaser.

PROTECTION OF THE PURCHASER'S SITE

- 27.1 The Supplier shall, in delivering the Goods or carrying out the Services, abide at all times with the Purchaser's workplace regulations.

LAW

- 28.1 The Purchaser and the Supplier do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract.
- 28.2 The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the Courts of England and Wales.