



TERMS AND CONDITIONS OF PURCHASE

1) DEFINITIONS

In these Conditions of Purchase (unless otherwise required);

A) The "Contract" means the agreement made between the Company and the Supplier for the sale and purchase of the Goods in accordance with the Terms of the Contract;

B) The "Company" means United Kingdom Testing & Certification Ltd (a company registered in Scotland with registered number SC654601), in essence the buyer, and also (where the context so permits its assigns and any sub-contractor for the said Company;

C) The "Supplier" means the person, firm or company which by the Contract sells or agrees to sell the Goods;

D) The "Employer" means the person or company with whom the Company has contracted to carry out the Works;

E) The "Goods" means the materials articles services and things or any part thereof to be provided by the Supplier as specified in the Order;

F) The "Order" means the Company's official order giving full particulars of the Goods to be supplied and delivered;

G) The "Main Contract" shall mean the Company's contract with the Employer under the Terms of which the Company is carrying out the Works;

H) The "Works" means the works to be undertaken by the Company in accordance with the Main Contract.

THE TERMS OF THIS CONTRACT SHALL HAVE PRECEDENCE OVER ANY OTHER TERMS AND CONDITIONS APPEARING ON ANY ACCEPTANCE FORM, DELIVERY FORM OR OTHER DOCUMENTS PROVIDED BY THE SUPPLIER AND SUCH TERMS SHALL BE OF NO EFFECT WHATSOEVER.

2) DELIVERY

i) Time of delivery of the Goods and date of completion of provision of Services are of the essence of this and the Company reserves the right to recover from the Supplier any direct or consequential loss incurred by any failure of Supplier thereby to complete the delivery dates.

ii) The Supplier guarantees delivery or supply of all goods, materials or equipment or services as appropriate at places and times stated in the Order or as expressly varied by the Company. Any delays arising or likely to arise in delivery are to be reported immediately to the Company, and if reported by telephone, confirmed to the Company in writing. The Company reserves the right to cancel the Order or parts of the Order if delivery or supply is not to be on the due dates or in accordance with the Order terms and conditions. In such an event, the Supplier will indemnify the Company against any excess cost caused by the Company obtaining delivery or supply from other sources and any loss suffered by the Company as a result of delays. In addition to all other rights to recover by invoice to the Supplier, such excess costs may be withheld from and/or deducted from any sums owed by the Company for Goods and Services supplied as part of this Contract or any other contracts between the Company and the Supplier.

iii) The Goods are to be supplied in accordance with the Order to the Site specified during normal working hours. All deliveries are to be accompanied by an advice note.

iv) The only person authorised to receive the Goods is the Site Agent or the Company's duly authorised representative, whose reasonable instructions regarding point of unloading must be complied with.

v) The failure by the Supplier to produce a signed authorised delivery note shall be conclusive evidence that the Goods have not been delivered. The signing of a delivery note by the Company's duly authorised representative shall be proof of delivery of the relevant Goods only.

3) VARIATIONS

There can be no variation of the Contract otherwise than by written instruction from the Company.

4) TITLE

a) The Supplier warrants that the Goods do not infringe any letters, patents, licences or registered design or any other intellectual property right of a third party and agrees to indemnify the Company against all expenses, costs, claims, loss or damage howsoever suffered or incurred as a result of any such infringement or alleged infringement.

b) Title in the Goods shall pass to the Company immediately upon delivery unless the Order specifies that title shall pass at some earlier point.

c) Risk of loss or damage to the Goods shall pass to the Company upon completion of delivery and of unloading in accordance with the requirements (if any) of the Order and the due signing of a delivery note but:

i) notwithstanding the foregoing, Goods delivered or subsequently found to be in a damaged condition shall be replaced immediately upon request with Goods complying with the Order without extra charge;

ii) the Supplier shall compensate the Company for any loss or damage suffered or incurred by the Company by reason of the Goods being defective damaged or otherwise not in accordance with the Contract;

iii) the Company may notwithstanding acceptance require (at its sole discretion) the Supplier to make good by replacement or otherwise any defects in the Goods;

iv) the Company may notwithstanding (at its sole discretion) rectify any defects itself and charge all costs associated with these works to the supplier.

5) CONFIDENTIALITY

The Supplier shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives, or information relating to the business, affairs or property of the Company or any of the Goods or the Services which are of a confidential nature and have been disclosed to the Supplier by the Company, its employees, agents or sub-contractors, and any other confidential information concerning the Company's business or its products or its services that the Supplier may obtain



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(including any such information referred to in clause seven (7)(a) without the Company's prior written consent). The Supplier shall restrict disclosure of such confidential information to such of its employees, agents or sub-contractors as need to know it for the purpose of discharging the Supplier's obligations under the Contract, and shall ensure that such employees, agents or sub-contractors are subject to obligations of confidentiality corresponding to those which bind the Supplier. This clause five (5) shall survive termination of the Contract.

6) QUALITY OF GOODS

All Goods under the Contract shall be of the description and quality set out in the Order. The Goods shall be of the best quality, comply with the appropriate British or European Standard and any relevant Codes of Practice, be free from any defect and be to the satisfaction of the Company. The Goods shall be of merchantable quality and fit for the purpose or purposes for which they are intended. In respect of the Services the Supplier shall exercise the skill and care to be expected of a competent Supplier in the provision thereof.

7) INTELLECTUAL PROPERTY; THIRD PARTY CLAIMS

a) All designs, drawings, prints, samples, specimens, specifications and other materials prepared by the Company for the purposes of the Contract, and any such items prepared by the Supplier for the purposes of the Contract and representing, containing or embodying proprietary designs or other intellectual property (including patents, inventions, know-how, trade secrets, registered designs, copyrights, database rights, trade marks, service marks, logos, domain names, business names trade names and design rights) of the Company or prepared by the Supplier in accordance with the Company's commission or specification shall remain or become the Company's property (as the case may be) and shall be returned to the Company upon completion or termination of the Contract. The Supplier undertakes, on request from the Company and at no cost to the Company to execute or procure the execution of (as the case may be) such documentation, authorisation or declarations as may be reasonably required to vest full right, title and interests in the rights concerned in the Company.

b) The Supplier shall not use or allow to be used in any manner not approved by the Company, any trade marks or trade names required by the Company to be applied or used by the Supplier in relation to the Goods or Services.

c) The Supplier shall not do or authorise any third party to do any act which would or might invalidate or be inconsistent with any intellectual property rights of the Company and shall not omit or authorise any third party to omit to do any act which, by its omission, would have that effect.

8) INSPECTION AND TESTING

At the request of the Company the Supplier shall carry out such tests and operate quality control procedures to ensure that the Goods are in accordance with the standards referred to in clause six (6) above.

9) PRICING & TERMS OF PAYMENT

The Company shall pay the price set out in the Order subject to any discount or retention stated therein. The price is inclusive of all delivery charges. All invoices and monthly statements of account are to be sent to the Company, quoting the Order Number applicable to each item thereon. Payment will be made by the end of the calendar month following the calendar month in which the invoice was received. The Company may withhold or exercise a right of set-off against any sums due under this Contract or the Order or any sum due under any other agreement by the Supplier to the Company. Any proposed increase in price shall be given by the Supplier to the Company for consideration via registered post, recorded delivery or an e-mail addressed to the Company at the Company's premises or such other address as may be notified to the Supplier in writing from time to time.

10) DEFAULT

If the Supplier becomes bankrupt or passes a resolution for voluntary winding up or has a winding up petition presented or a winding up order made against it or makes any arrangement or composition with its creditors or has a composition of debts or scheme of arrangement approved in accordance with the Insolvency Act 1986 or has an Administrator or Receiver (of any kind) or provisional Liquidator appointed in respect of the whole or of any part of its assets or undertaking or is subject to the process of execution or having possession taken by or on behalf of the persons entitled or any property comprised in or subject to a floating charge or if the Supplier fails to comply with any of the Terms of the Contract the Company without prejudice to any other of its rights or remedies may take one or more of the following actions:

- (a) return the Goods at the Supplier's expense;
- (b) by notice in writing and so as to incur no further obligation as to payment to the Supplier cancel the Order;
- (c) deduct any costs associated with the rectification of any shortcoming, defect or insufficiency in any product or service supplied to the Company from any amounts the Company considers due to any appointed Administrator or Receiver;
- (d) deduct any costs associated with any delay or loss incurred directly or indirectly by The Company as a result of any such action as described in this Clause from any monies owed by the Company to The Supplier.

11) RIGHT OF CANCELLATION

The Company may upon notice to the Supplier cancel the whole or any part of the Contract. The Supplier shall then submit to the Company evidence and details of the costs incurred to that date in production of the Goods for agreement with the Company. Where the Company has to cancel an order due to non-performance or late delivery the Company may at its sole discretion arrange for the fulfilment of any incomplete element of the Contract and may hold the Supplier entirely liable for any costs incurred including acceleration costs resulting from the non-performance or late delivery.



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12) FORCE MAJEURE

The Company has the right to defer the date delivery or payment, or cancel the Order and/or vary the Contract if it is prevented or delayed in conducting business through any circumstances beyond its reasonable control. This includes, but is not limited to, strikes, lock outs, sanctions, lockdowns or other government restrictions, accident, war, fire, pandemic, reduction in or unavailability of power at the Company Premises, breakdown of plant or machinery or shortage or unavailability of materials or services from normal sources of supply or the existence of any circumstances making performance commercially impracticable.

13) HEALTH & SAFETY, ENVIRONMENTAL

It is the responsibility of the Supplier to comply with the relevant Health, Safety and Environmental legislation. The Supplier shall also provide to the Company timely and adequate information in relation to any Goods supplied which may be hazardous to use handle or store.

14) DATA PROTECTION

For the purposes of this clause fourteen (14), “**Data Protection Laws**” shall include the Data Protection Act 2018 and the General Data Protection Regulations (GDPR) 25.05.18 and in each case as amended, replaced or superseded from time to time and/or any other applicable data protection legislation in force.

a) Within this clause fourteen (14), “**Process, Processed, Processing**”, “**Data Processor**”, “**Data Controller**”, “**Data Subject**”, “**Personal Data**” and “**Personal Data Breach**” shall have the same meaning as in the Data Protection Laws.

b) The Supplier agrees not to provide or otherwise make available Personal Data to the Company, other than business contact information (for example, business, telephone number, job title, and e-mail address), unless otherwise required for the provision of Services, in which case such additional Personal Data shall be specifically identified in advance by the Supplier and agreed to in writing by the Company.

c) In exercising its rights and performing its obligations under the Contract, the Supplier shall at all times comply with all statutory and common law obligations in respect of Personal Data including Data Protection Laws. To the extent that any Personal Data is processed by the Supplier, the Supplier shall:

i) not Process, transfer, modify, amend or alter the Personal Data or disclose or permit the disclosure of the Personal Data to any third party other than in accordance with the documented instructions from the Company (which shall unless otherwise agreed be to process Personal Data as necessary to provide the Services pursuant to the terms of this Contract and in accordance with data protection laws), unless required by a law to which the Supplier is subject, provided that in such a case, the Supplier shall inform the Customer of that legal requirement before Processing, unless that law prohibits such information on important grounds of public interest.

ii) take all appropriate technical and organisational measures against unauthorised or unlawful processing or accidental loss or destruction of, or damage to, such Personal Data, such measures to comply with the relevant requirements of the GDPR and to take into account and be appropriate to the state of the art, nature, scope, context and purposes of processing and risk of harm which might result from unauthorised or unlawful processing or accidental loss, destruction or damage to Personal Data.

iii) not transfer the Personal Data to any country outside the European Economic Union without the prior written consent of the Customer, and in any event, without a proper data transfer agreement;

iv) ensure that its employees who may have access to the Personal Data are subject to appropriate confidentiality obligations or undertakings;

v) implement appropriate organisational and technical measures to assist the Company in meeting its obligations under GDPR taking into account the nature of processing;

vi) not authorise any sub-contractor to process the Personal Data (“**sub-processor**”) other than with the prior written consent of the Company which consent shall be conditional on the Supplier ensuring compliance with GDPR; and

vii) cease Processing the Personal Data within ninety (90) days upon the termination or expiry of this Contract or, if sooner, the Service to which it relates and as soon as possible thereafter (at the Company’s option), either return, or securely wipe from its systems, the Personal Data and any copies of it or of the information it contains, other than to the extent that, and for so long as, the Supplier is required to retain the Personal Data due to a legal or regulatory requirement.

c) If the Company receives a request from a Data Subject to exercise its rights pursuant to Chapter III of the GDPR, the Supplier shall notify the Company as soon as is reasonably practicable and shall implement and maintain appropriate measures and provide all such assistance as the Company may reasonably require to enable the Company to timeously comply with the subject access request.

d) The Supplier shall notify the Company promptly and without undue delay (and in the event within twenty four (24) hours upon becoming aware) of a Personal Data Breach or circumstances that are likely to give rise to such a breach, providing the Company with sufficient information and a timescale which allows the Company to meet any obligations to report a Personal Data Breach under the Data Protection Laws and shall take steps as are directed by the Company (acting reasonably) to assist in the investigation, mitigation and remediation of such Personal Data Breach.

e) The Supplier shall make available to the Company such further information and (as applicable) allow for and contribute to any audit or review exercise, conducted by the Company or an auditor mandated by the Company to provide assurance that the Supplier is in compliance with the obligations set out in this clause fourteen (14), provided always that this requirement shall not oblige the Supplier to provide or permit access to information concerning:



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i) the Suppliers internal pricing information; or
ii) information relating to other clients of the Supplier (save where mandated or required by a supervisory data protection authority). The Supplier must immediately inform the Company if, in its opinion, an instruction provided to the Company pursuant to this Contract infringes the GDPR or other recognised data protection provisions.

f) The subject matter, and the purpose, of Processing under this Contract is the provision of Services set out herein and such Processing may take place throughout the period during which such Services are provided subject to clause fourteen (14) (b) (vii). The nature of the Processing shall be those Processing operations that are necessary to enable the Supplier to provide the Services, which may be more particularly described in this Contract. This Processing shall be in relation to the Company's customers and/or employees (as appropriate) and may include, without limitation, names, contact details and identity information. The obligations and rights of the Company, as Controller, are as set out in this clause fourteen (14) and elsewhere in this Contract. The Company may make reasonable amendments to this clause fourteen (14) (f) by written notice to the Supplier occasionally as the Company reasonably considers necessary to meet the requirements of GDPR.

15) INDEMNITY

The Supplier shall indemnify and save harmless the Company from and against:

(a) any and all claims losses expenses costs damages or liabilities arising out of or related to the injury to or death of any person and damage to or loss of any property resulting from any and all acts or omissions of the Supplier, its servants, agents or independent contractors which occur or may be alleged to have occurred in connection with the supply and delivery of the Goods by the Supplier under the Contract;

(b) any and all claims losses expenses costs damages or liabilities arising out of or caused by any breach non-observance or non-performance by the Supplier its servants agents or independent contractors;

(c) any act error or omission of the Supplier its servants agents or independent contractors which involved the Company in any loss damage expense or liability either under the provisions of the Main Contract or otherwise.

16) ASSIGNMENT

The Supplier shall not sublet or assign all or any part of the Order nor factor payment of monies due without the prior written consent of the Company.

17) THIRD PARTY WARRANTY

The Supplier shall if so required by the Company enter into a warranty with any third party warranting that the standard of the Goods provided is in accordance with the Contract and the Order and that they are fit for the intended purpose.

18) MODERN SLAVERY

- a) In performing its obligations under the Contract, the Supplier shall, and shall ensure that each of its sub-contractors shall, comply with all applicable laws, statutes, regulations and codes relating to the prevention of slavery and human trafficking including the Modern Slavery Act 2015.
- b) The Supplier shall implement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- c) The Supplier shall notify the Company as soon as it becomes aware of any actual or suspected slavery or human trafficking in its supply chains.

19) ANTI-BRIBERY AND CORRUPTION

a) The Supplier undertakes to comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including the Bribery Act 2010 ("Anti-Corruption Laws") and that it shall not do, nor omit to do, any act that will lead to the Company being in breach of any Anti-Corruption Laws. The Supplier shall comply with the Company's anti-corruption policies as may be notified to the Supplier and updated from time to time.

b) The Supplier shall promptly report to the Company any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of the Contract.

20) HEADINGS

The headings in these Terms & Conditions are intended for reference only and shall not affect their construction.

21) JURISDICTION

The construction validity and performance of this Contract shall be governed in accordance with the Law of Scotland.

Accepting an order from United Kingdom Testing & Certification Ltd (UKTC) implies acceptance of these Terms and Conditions. Reference to any order number supplied by United Kingdom Testing & Certification Ltd (UKTC) is final acceptance of these Terms.