

## TERMS AND CONDITIONS OF PURCHASE ORDER

1. (a) These conditions and any attachments take precedence over the Supplier's terms and conditions, to which notice of objection is hereby given.
- (b) If a contract reference is contained in the purchase order overleaf, then the terms and conditions of that contract shall apply to this purchase order. In case of conflict the terms of the relevant contract shall take precedence.
- (c) No change to any of these conditions shall be valid or binding on either party unless in writing and signed by a duly authorised officer of each party.
- (d) Despatch or delivery of the goods or services by the Supplier to the Customer shall be deemed conclusive evidence of the Supplier's acceptance of these conditions.
2. The Supplier will acknowledge this order in writing and confirm goods and services will be supplied in accordance with the instructions overleaf. No response to the acknowledgment will result in the supplier accepting these terms and conditions and any attachments by implication. Clause 1(a) above shall apply to any terms and conditions attached to an acknowledgement.
3. **Prices**
  - (a) Prices shall be charged in accordance with the provisions of the purchase order (or contract if a contract is referred to in the purchase order).
  - (b) Prices shall be in pounds sterling.
  - (c) Prices shall include delivery of goods or services to any location indicated by customer unless a delivery charge is contained in the purchase order.
  - (d) Prices tendered or agreed by the Supplier will be fixed unless agreed to the contrary by both parties. Any proposed increases must be accepted by a duly authorised officer of the Customer before the price increase is applied to any delivery or invoice. In the absence of such acceptance the previously agreed price shall apply. Any proposal for an increase in prices shall state the reasons for the proposed increase.
  - (e) The Supplier will pass on to the Customer in the form of reduced prices any reduction in direct or indirect costs following submission of a tender, the making of the Contract or the receipt of the purchase order.
  - (f) The Supplier will keep such accounts and records as are necessary to substantiate any claim for increased prices. He shall at the request of the Customer furnish verified in such manner as the Customer may require any accounts or records so kept and such other information as the customer may reasonably require before any price alteration may be agreed. Following any claim or proposal by the Supplier for increased prices, the Customer shall be free to:
    - (i) Refuse the proposal and terminate contract or cancel the purchase order forthwith with no compensation or liability of any description to the Supplier but without prejudice to any rights of the Customer already accrued.
    - (ii) Refuse the proposed increase
    - (iii) Accept the proposed increase with effect from an agreed date
    - (iv) Accept such a part of the proposed price increase as seems reasonable to the duly authorised officer.
4. **Damage or Loss in Transit:** The Supplier shall repair to satisfaction of the Customer or replace Free of Charge goods damaged or lost in transit. In such cases delivery shall not be deemed to have taken place until repaired or replacement goods are received. Those Goods which on delivery, installation, initial operation, use or inspection are found to be damaged or defective shall at Avon and Somerset Constabulary's option be replaced or repaired at the cost of the Supplier or the purchase price refunded provided that the Supplier shall not be liable for any damage caused to the Goods by negligence of Avon and Somerset Constabulary their agents or servants. The Supplier shall in the case of major defects or damage be entitled to inspect the Goods within a reasonable period of having been given notice thereof.
5. **Indemnity:** The Supplier is responsible for and shall indemnify and hold indemnified the Customer against all liability for damage and injury arising in connection with the carrying out of the contract howsoever such damage or injury shall arise.
6. **Passing of Property:** Unless otherwise advised on this document or separately in writing by the Customer the property in the goods shall pass to the Customer on delivery without prejudice to the right of rejection which may accrue.
7. **Insurance:** The Supplier is to arrange adequate insurance to cover the liability referred to in clause 5 (above). The Supplier shall on request by the Customer prove the existence, adequacy and currency of such insurance policies. The Supplier is to hold insurance cover by means of Public Liability Policy to a minimum of £1.5 million for any one occurrence.
8. **Payment:**
  - (a) The Supplier will submit a valid, correct invoice to the Customer. All invoices shall comply with Customs and Excise regulations for VAT, and show any VAT payable by Customer. VAT is to be charged at that rate prescribed by the Government at the tax point for each delivery under the contract or purchase order.
  - (b) Unless agreed in writing or specified on the order, payment is to be made in the month following either the month in which the Supplier's invoice is received at the Customers invoice address or the month in which the goods or services or the last of them are delivered in accordance with the specifications or order whichever is the later event.
9. **Warranty:** If within 12 months of delivery any defect in design, workmanship or materials develops in the goods the supplier shall, at his own expense either
  - (a) replace the goods in which such defects have developed with defect free goods or
  - (b) make good such defects
as may be agreed between the parties.
10. **Rejection:** The Customer may by notice in writing to the Supplier given within a reasonable time after delivery reject any goods found not in accordance with the specification. Rejected goods shall be returned to the Supplier at the Supplier's expense and risk. In such cases the Supplier shall within a reasonable time replace rejected goods with goods which are in accordance with the specification. Any monies paid by Customer in respect of rejected goods not replaced by the Supplier together with any additional expenditure over and above the price of the rejected goods reasonably incurred by the Customer in obtaining other goods in replacement shall be paid by the Supplier to the Customer.
11. **Delivery:**
  - (a) Goods and Services shall be delivered by the Supplier at his own expense and risk to the place(s) and in the manner specified in the contract or purchase order.
  - (b) Where the contract or purchase order provides for delivery within a specified time, that time shall run from the date of receipt by the Supplier of the Customer's order.
  - (c) If the goods or services or any portion thereof are not delivered within the time specified in the contract or purchase order or any extension of such time or times as may be granted by the Customer, the Customer shall be entitled:
    - (i) To determine the contract in respect of the goods or services undelivered and of any other goods or services already delivered under the contract which cannot effectively or economically be used by reason of non-delivery of the undelivered goods or services. On such determination the Customer shall be entitled to return to the Supplier at the Supplier's expense and risk any delivered goods which cannot effectively or economically be used and to recover from the Supplier any monies paid by the Customer in respect of such goods, any additional expenditure reasonably incurred by the Customer in obtaining other goods or services in replacement of those in respect of which the contract has been terminated. The exercise of rights under this condition shall not prejudice any rights of the Customer to damages or other rights or remedies, or
    - (ii) In the event that the Customer is unable to obtain alternative goods or services from another source to deduct from the price one percent of the purchase price for each week between the required delivery date and actual delivery date. The maximum level of deduction shall not exceed fifteen percent of the purchase price.
  - (d) Time shall be of the essence in respect of the delivery of goods and services referred to in the purchase order
12. The Customer shall be entitled to cancel the contract or purchase order and to recover from the Supplier the amount of any resulting loss if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any contract with the Customer or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Customer or if the like acts shall have been done by his employees, or anyone acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under the Local Government Act 1972 Section 117 or any enactment replacing or amending the same.
13. **Law:** This contract is subject to the law of England and Wales and the parties hereto submit to the jurisdiction of the English Courts.
14. **Notice:** Any notice required to be served pursuant to this purchase order shall be in writing and served by first class post, FAX, or by hand on the server and on the Customer at the address overleaf.