

Terms and Conditions of Purchase

1 Definitions

“Charges”	as defined in clause 3.1;
“Commencement Date”	as defined in clause 2.2;
“Company”	means Saferoad VRS Ltd (company number 05697126), & Saferoad UK Ltd (company number 05697518) with its registered office at Concord House Bessemer Way, Sawcliffe Industrial Park, Scunthorpe, South Humberside, DN15 8XE
“Company Materials”	means all materials, equipment and tools, drawings, specifications and data (if any) supplied by the Company to the Supplier pursuant to or in connection with the Contract;
“Contract”	means the contract between the Company and the Supplier for the supply of Goods and/or Services in accordance with these Terms and Conditions and the Purchase Order;
“Deliverables”	means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
“Delivery Location”	means the address for delivery of the Goods as set out in the Purchase Order;
“Force Majeure Event”	as defined in clause 14.1;
“Goods”	means the goods to be provided by the Supplier to the Company identified in the Purchase Order;
“Intellectual Property Rights”	means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and

including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

“Purchase Order”	means the Company’s order for the supply of Goods and/or Services, as set out in in the Company’s purchase order form, or in the Company’s written acceptance of the Supplier’s quotation, or overleaf, as the case may be;
“Specification”	means any specification for the Goods and/or the Services, including any related plans and drawings, that is agreed in writing by the Company and the Supplier;
“Services”	means the services to be provided by the Supplier to the Company identified in the Purchase Order, including any activities ancillary to the supply of Goods and/or Services;
“Supplier”	means any individual, firm or company supplying the Goods or performing the Services as identified in the Purchase Order;
“Terms and Conditions”	means these terms and conditions as amended from time to time in accordance with clause 18;
“Warranty Period”	means the period which is set out in the Purchase Order or if no period is provided for the Supplier’s usual warranty period for such Goods and/or Deliverables;
“VAT”	means value added tax.

2 General

- 2.1 The Purchase Order constitutes an offer by the Company to purchase the Goods and/or Services from the Supplier in accordance with these Terms and Conditions.
- 2.2 The Purchase Order shall be deemed to be accepted on the earlier of: (i) the Supplier issuing written acceptance of the Purchase Order; or (ii) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence (“**Commencement Date**”) between the parties.
- 2.3 These Terms and Conditions apply to every Purchase Order placed by the Company to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealings, including, but not limited to, any terms or conditions in or attached to any

catalogue, invoice or other sales literature, any tender documentation, or any dispatch/delivery advice note of the Supplier.

- 2.4 All of these Terms and Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.
- 2.5 The Supplier waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Supplier that is inconsistent with these Terms and Conditions.

3 Price

- 3.1 The price of the Goods and the charges for the Services shall be as specified in the Purchase Order (together, the “**Charges**”) and cannot be varied without the written agreement of the Company and the Supplier. Such Charges shall be the full and exclusive remuneration of the Supplier in respect of the supply of Goods and/or Services.
- 3.2 Unless otherwise stated in the Purchase Order, the Charges are fixed and shall not be subject to variation and shall be deemed to include: (i) all expenses incurred by the Supplier (directly or indirectly) in relation to provision of the Services and/or the supply of Goods; and (ii) the costs of packaging, insurance and delivery.

4 Payment

- 4.1 Detailed invoices, which shall be valid **VAT** invoices, shall be sent to the Company at the address detailed in the Purchase Order. Invoices shall be issued on or as soon as reasonably practicable after completion of delivery of the Goods or completion of the supply of the Services. Each invoice shall include supporting information required by the Company to verify the accuracy of the invoice, including, but not limited to, the Purchase Order number.
- 4.2 Unless otherwise stated in the Purchase Order, the terms of payment are 45 days from month end, from the date of receipt by the Company of a correctly rendered Supplier’s invoice or acceptance of the Good and/or Services by the Company, whichever is later.
- 4.3 The Company reserves the right to return any invoices not deemed to be correctly rendered.
- 4.4 The Company may at any time, without notice to the Supplier, set off any liability of the Supplier to the Company against any liability of the Company to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 4.5 All amounts payable by the Company under the Contract are exclusive of amounts in respect of VAT chargeable from time to time unless indicated in the Purchase Order. Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Company, the Company shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods or Services or both, as applicable, at the same time as payment is due for the supply of the Goods or Services.

- 4.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each date at 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from 10 days after the dispute is resolved until payment.

5 Supply of the Goods and/or Services

5.1 Supply of Goods

5.1.1 The Supplier shall ensure that the Goods shall:

- (a) correspond with their description and any applicable Specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Company, expressly or by implication, and in this respect the Company relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, materials and workmanship and remain so for the Warranty Period; and
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

5.1.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

5.1.3 The Company may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

5.1.4 If following such inspection or testing the Company considers that the Goods do not comply or are unlikely to comply with the Supplier's undertakings at clause 5.1.1, the Company shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

5.1.5 The Company may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5.1.6 If the Goods do not comply with clause 5.1.1, then, without limiting or affecting other rights or remedies available to it, the Company shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by the Company in obtaining substitute goods and/or services from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by the Company arising from the Supplier's failure to comply with clause 5.1.1.

5.2 Supply of Services

5.2.1 The Supplier shall from the date set out in the Purchase Order and for the duration of the Contract supply the Services to the Company in accordance with the terms of the Contract.

5.2.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that the Company notifies to the Supplier and time is of the essence in relation to any of those performance dates.

5.2.3 In providing the Services, the Supplier shall:

- (a) co-operate with the Company in all matters relating to the Services, and comply with all reasonable instructions of the Company;
- (b) perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- (c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- (d) ensure that the Services conform with all applicable descriptions and specifications as set out in the Specification, and that the Deliverables shall be fit for any purpose that the Company expressly or impliedly makes known to the Supplier;
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- (f) use the best quality goods, materials, standards and techniques and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Company, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of the Company's premises or any other location where the Services are to be delivered;
- (i) comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services;
- (j) hold all Company Materials in safe custody at its own risk, maintain the Company Materials in good condition until returned to the Company, and not dispose or use the Company Materials other than in accordance with the Company's written instructions or authorisation;
- (k) not do or omit to do anything which may cause the Company to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Company may rely or act on the Services; and
- (l) comply with any additional obligations as set out in the Purchase Order.

6 Delivery, Risk and Title

- 6.1 The Supplier shall deliver the Goods on the date(s) specified in the Purchase Order during the Company's normal business hours, or as instructed by the Company to the Delivery Location.
- 6.2 The Supplier is responsible for the delivery and all costs associated with the delivery of the Goods to the Company's premises or such other location that is specified in the Purchase Order, unless priorly agreed. Delivery of Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 6.3 Title to the Goods shall pass to the Company on the earlier of payment or the completion of delivery.
- 6.4 The risk in Goods delivered to the Company shall pass to the Company on delivery.
- 6.5 If the quantity of the Goods delivered to the Company does not correspond with the Purchase Order, the Company may reject the Goods or the excess, as applicable. Any rejected Goods shall be returnable at the Supplier's risk and expense.

7 Packaging and Preservation

All Goods supplied by the Supplier where applicable, shall be packed as specified in the Purchase Order and if not specified shall be packed to avoid being damaged during transportation, loading and unloading.

8 Remedies for Delay

- 8.1 Time is of the essence in the Supplier's performance of the Contract. If it ever appears that the provision of Goods or the supply of Services will not be met within the time specified, the Supplier must immediately notify the Company of any anticipated delay, with complete information regarding the cause and the earliest possible delivery date.
- 8.2 If the Supplier fails to provide the Goods or perform the Services by the applicable delivery date set out in the Purchase Order (if any), or if the Goods and/or Services do not comply with the undertakings set out in clause **Error! Reference source not found.**, the Company shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 8.2.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 8.2.2 to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
 - 8.2.3 to refuse to accept any subsequent performance of the Services and/or provision of the Goods which the Supplier attempts to make;
 - 8.2.4 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 8.2.5 to recover from the Supplier any costs incurred by the Company in obtaining substitute goods and/or services from a third party;
 - 8.2.6 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that have not been delivered; and
 - 8.2.7 to claim damages for any additional costs, loss or expenses incurred by the Company which are in any way attributable to the Supplier's failure to meet such dates or the Supplier's failure to supply the Goods in accordance with clause **Error! Reference source not found.**

9 Warranty

- 9.1 The Supplier warrants that the Goods and/or any Deliverables shall be free from defects in design, materials and workmanship and remain so for the Warranty Period.
- 9.2 The Company's rights under the Contract are in addition to its rights and remedies implied by statute and common law.
- 9.3 If any part or aspect of the Goods and/or any Deliverables fails or becomes defective within the Warranty Period the Supplier must without delay and at no cost to the Company do all things necessary to remedy the defect or failure in the Goods and/or any Deliverables. This can be by way or repair, replacement, modification or other means acceptable to the Company. If the Supplier does not do so, within a reasonable

period following notice of the defect from the Company, then the Company will have the right to remedy the defect and recover reasonable costs so incurred from the Supplier.

9.4 This clause 9 shall survive termination or expiry of the Contract.

10 Liability and Indemnity

10.1 The Supplier shall indemnify the Company on demand and keep the Company indemnified against all claims, demands, proceedings, costs, charges, expenses, damages and losses or any other liability (whether criminal or civil) suffered by the Company and/or its officers, employees and/or agents arising out of or in connection with:

10.1.1 any claim made against the Company for actual or alleged infringement of a third party's rights (including Intellectual Property Rights) arising out of, or in connection with, the manufacture (if applicable), supply or use of the Goods, or receipt, use or supply of the Services (excluding the Company Materials);

10.1.2 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 the Goods, as delivered, or the Deliverables;

10.1.3 any claim made against the Company by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services; and/or

10.1.4 any breach by the Supplier of any of the terms of the Contract including any negligent or reckless act, omission or default in the provision of the Services and/or the supply of Goods.

This clause 10.1 shall survive termination of the Contract.

10.2 The Company will not be liable to the Supplier for any: (i) loss of profits; (ii) loss of sales or business; (iii) loss of agreements or contracts; (iv) loss of anticipated savings; (v) loss or corruption of software, data or information; (vi) loss of or damage to goodwill; and/or (vii) any indirect or consequential loss or damage.

10.3 The maximum sum for which the Company may be liable to the Supplier under or in connection with the Contract is limited to the total amount of the Charges paid under the Contract.

10.4 Nothing in the Contract shall exclude or limit either party's liability for death, personal injury or fraud, or any other liability which cannot legally be limited or excluded.

11 Insurances

The Supplier shall maintain in force, with a reputable insurance company, appropriate insurance policies to cover the liabilities that may arise under or in connection with the Contract and shall, on the Company'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 Intellectual Property

- 12.1 Nothing in the Contract shall affect the ownership of any Intellectual Property Rights existing prior to the Commencement Date.
- 12.2 The Company retains ownership of all Intellectual Property Rights in all Company Materials.
- 12.3 The Company grants to the Supplier a non-exclusive, royalty-free, non-transferable licence to use and copy the Company Materials for the term of the Contract to the extent required for the purpose of providing the Deliverables and/or the Services to the Company.
- 12.4 The Supplier grants to the Company, or shall procure the grant to the Company of, a perpetual, royalty-free, irrevocable non-exclusive worldwide licence to use, copy and modify the Deliverables for the purpose of receiving the full benefit and using the Deliverables and/or the Services.
- 12.5 Intellectual Property Rights in the Deliverables shall vest in the Supplier, unless otherwise specified in the Purchase Order or where the Deliverables are produced for the Company as bespoke, and in each such case the Intellectual Property Rights in such Deliverables shall vest in the Company upon their creation.

13 Data Protection

In the event that the supply of Services under the Contract requires the Supplier to process any personal data as a data processor for and on behalf of the Company, the Supplier shall promptly enter into a written data processing agreement with the Company, in the form required by the Company.

14 Force Majeure

- 14.1 Neither the Company nor the Supplier shall be liable to the other for default or delay in performing its obligations in respect of this Contract caused by any occurrence beyond its reasonable control including, without limitation, fire, strike, disturbance, riot, war, act of God and government order or regulation ("**Force Majeure Event**"), provided that the party affected by such occurrence notifies the other party in writing within 7 days of the commencement of that occurrence and uses all reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.
- 14.2 When the affected party ceases to be affected by the Force Majeure Event it must immediately recommence performing its obligations under the Contract and notify the other party accordingly. However, if as a result of any such Force Majeure Event, the supply of all or part of the Deliverables and/or the provision of the Services is delayed by more than 3 days after the relevant delivery date specified in the Purchase Order the Company may, without penalty, cancel the Purchase Order to the extent affected by the Force Majeure Event.

15 Termination

- 15.1 The Purchase order shall expire automatically on the completion, to the satisfaction of the Company, of the delivery of all the Goods and/or the completion of the Services specified in the Purchase Order, whichever is later.

- 15.2 Without affecting any other right or remedy available to it, the Company may terminate the Contract with immediate effect by giving written notice to the Supplier.
- 15.3 On termination or expiry of the Contract, the Supplier shall immediately deliver to the Company all Deliverables (including Goods paid for but not delivered) whether or not then complete, and return all Company Materials. If the Supplier fails to do so, then the Company may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.
- 15.4 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 15.5 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

16 Confidentiality

- 16.1 Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 16.2.
- 16.2 Each party may disclose the other party's confidential information to: (1) its employees, officers, representatives, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information must comply with this clause 16; and (ii) as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 Neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.

17 Waiver

A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.

18 Variations

No variation to the Purchase Order, these Terms and Conditions or any other attached drawings or documents shall not be legally binding upon Company or Supplier unless agreed in writing by the parties.

19 Dispute resolution

The parties shall attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with this Contract. In the event a settlement cannot be reached within one month of the dispute arising (whichever is the shorter period), the parties agree to enter into mediation in good faith to settle such a dispute and will do so in accordance with the Centre for Effective Dispute Resolution (“CEDR”) Model Mediation Procedure. To initiate the mediation a party must give notice in writing (“**ADR notice**”) to the other party to the dispute, referring the dispute to mediation. A copy of the referral should be sent to CEDR. Unless otherwise agreed between the parties within 14 days of the ADR notice, the mediator will be nominated by CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice.

20 Rights of Third Parties

The parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999.

21 Sub-contracting and Assignment

21.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Company.

21.2 The Company may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

22 No Partnership or Agency

Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

23 Exclusivity

Nothing in the Contract shall confer, or shall be deemed to confer, on the Supplier any right to be a sole or exclusive supplier of the Goods and/or the Services, nor any obligation on the Company to buy any minimum quantity save as expressly set out in the applicable Purchase Order.

24 Publicity and Transparency

The Supplier shall not, without the prior written permission of the Company, advertise or disclose to any third party that it is providing the Deliverables and/or the Services to the Company.

25 Entire agreement

The Contract constitutes the entire agreement between the parties in relation to the subject matter of the Purchase Order and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

26 Severance

If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

27 Notices

Any notification by either party to the other under the Contract shall be in writing, delivered by first class post, or by email to the other party at the address shown in the Purchase Order. All notices shall be deemed duly given on the day of posting or if sent by e-mail immediately when the notice is transmitted.

28 Law and Jurisdiction

This Contract shall be subject to and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English Courts.