GENERAL CONDITIONS OF PURCHASE

These General Conditions of Purchase are incorporated as an inherent part of this Purchase Order and must be accepted as the basis of this agreement to sell and purchase. They may not be varied, except as described below, and conditions published in any form by the person, firm or company to whom the Purchase Order is addressed shall neither annul nor alter them unless specifically agreed in writing by an authorised officer of the University of Aberdeen.

1. Definitions:

- “We”, “Us” and “Our” means the University of Aberdeen.
- “You” means the person, firm or company to whom the Purchase Order is addressed and any employee, sub-contractor or agent.
- “Goods” means the goods as described in the Contract.
- “Packaging” means any type of package including but not limited to bags, cases, cardboard, cylinders, drums, cases and pallets and any other means of packaging.
- “Purchase Order” means our authorised Purchase Order having these General Conditions of Purchase on its reverse or1cealed to refer to these General Conditions of Purchase on its face.
- “Order Amendment” means any amendment or modification to the Purchase Order or series of Orders Amendments such as contract, specification, delivery documentation.
- “Contract” has the meaning given in 2 below.
- “Total” has the meaning given in 3 below.

2. The Contract is for the sale and purchase of Goods in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments; the Purchase Order; these General Conditions of Purchase, and any other document referred to in the Purchase Order. The Contracts shall not include any of Your conditions of sale, notwithstanding reference to them in any document.

3. Price:

You will sell to Us the Goods for the fixed and firm Price stated in the Contract. The Price shall be the Total Goods Value including all printing, packaging, marking, storage, insurance, delivery, installation and storage cost (unless set otherwise) but excluding Advice Note:

1. All deliveries shall be accompanied by an advice note clearly displaying:
   i. the Purchase Order number;
   ii. the delivery address and consignee details on the Purchase Order;
   iii. a list of all Goods supplied (including University inventory number when provided).

4. Payment of Accounts:

Subject to satisfactory delivery of the Goods and accuracy of invoice, We shall endeavour to make payments 30 days after the receipt of a valid invoice. We shall not be held responsible for delays in payment caused by Your failure to comply with all instructions.

5. Delivery:

Date is an essential condition of this Contract that deliveries are made between 9am and 5pm on normal working days (unless otherwise specified in the Purchase Order) and that delivery dates are strictly adhered to. Marking: All Goods are to be labelled with our Purchase Order number. In addition items such as spare parts are to be marked with the maker's part number and our inventory number when provided.

6. Packaging:

The Goods shall be packed or protected in a manner suitable for safe transport, efficient storage and so that the specified delivery point is used should be fit for sustainable source and/or acceptance. Unless otherwise agreed, it is Your responsibility to remove all packaging waste upon delivery and to ensure it is disposed of properly or in consultation with Us, We shall not be liable for the carriage and handling cost for the return of the Packaging, nor for any loss or damage incurred in transit.

7. Instructions:

You shall ensure that the Goods are accompanied by full written information about the goods (for which the Goods have been designed and tested and any conditions necessary to ensure the Goods will be properly handled, stored and transported).

8. Quality and Description:

The Goods shall:
   i. conform in every respect with the provisions of the Contract;
   ii. be capable of all standards of performance specified in the Contract;
   iii. be fit for any purpose made known to You expressly or implicitly; and
   iv. be new (unless otherwise specified in the Purchase Order) and be of sound materials and good workmanship;
   v. comply with all relevant legislation and statutory requirements including those in the University of Aberdeen policy on the environment and in particular to the marking of hazardous Goods, the provision of data sheet for the Goods supplied, and comply with current legislation.

9. Safety and Hazardous Goods:

You shall observe all legal requirements of the United Kingdom, European Union and any relevant international agreements in relation to health, safety and environmental aspects of hazardous Goods. The University of Aberdeen, pro the provision of sheets for hazardous materials and all provisions related to safety.

10. Warranty:

It is expressly agreed between us that:
   i. (subject to the period of warranty, whichever is the greater) the first date of delivery, or the supply of service (or commencing if appropriate) You shall with all possible speed and without our expense, repair or replace or rectify the Goods or part thereof found to be defective due to faulty materials, workmanship or design, or by any act or omission by You;
   ii. repairs or replacements shall be made as promptly as possible and at Our expense; and
   iii. You shall ensure that the Goods are suitably arranged at the time of delivery and that the Goods are packed properly for transportation.

11. Ownership of Results:

For Contracts involving design or development work:
   i. the results in the work arising out of or deriving from this Contract, including inventions, discoveries, copyright and knowledge shall be Our property, and You shall have the sole right to use these results in all forms and to assign the same to Us in Our absolute discretion;
   ii. You shall ensure that all technical information arising out of or deriving from this Contract is held in confidence;
   iii. You shall warrant that the Goods, including all marks and labels and any other intellectual property rights, are free from all claims, liens, encumbrances, assignments or other rights of any kind (including but not limited to copyright), and that You have the right to transfer all such rights to Us.

12. Infringement of Patents:

With the exception of Goods made to Our design or instructions, You warrant that neither the Goods nor Our use of them will infringe any patent, registered design, trademark, copyright or other intellectual property right. You shall indemnify Us against all claims, loss, damage, costs (including legal costs), expenses and liabilities of every kind for, or arising out of, any alleged infringement of any such right.

13. Title and Risk:

You shall bear all risk of loss or damage to the Goods until they have been delivered in accordance with the Purchase Order and shall ensure You hold adequate insurance. Title in the Goods shall pass to Us:
   i. when the Goods have been delivered but without prejudice to our right of title under this Contract;
   ii. when the Goods have been delivered but without prejudice to our right of title under this Contract;
   iii. when you make any advance or stage payment, at the time such payment is made, in which case You must as soon as possible mark and register the Goods as Our property.

14. Acceptance:

You shall have the right to inspect the Goods in whole or in part while or whether or not paid for in full and in full in accordance with the delivery documentation of Goods and/or specifications. The University of Aberdeen, and may exercise the right of inspection notwithstanding any previous contract and shall be entitled to terminate the Contract and the Purchase Order shall be paid in full. You agree to give a reasonable opportunity to replace the Goods with those that conform with this Contract, after which time We shall be entitled to cancel the Purchase Order and obtain the Goods elsewhere.

15. Indemnity and Insurance:

You shall indemnify Us against all loss, costs, claims, demands, expenses and liabilities whatsoever which We may suffer or at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of Us, or of any other person for whom We are responsible) which We shall have occasion in connection with any work executed by You under this Contract or shall be alleviated to be responsible for.

16. Foreseeability:

If this Contract is on condition that (without prejudice to the generality of condition 14) You shall indemnify Us against all loss, costs, claims, demands, expenses and liabilities whatsoever which We may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of Us, or of any other person for whom We are responsible) in respect of personal injury or death of any of Your employees, agents, sub-contractors or other representatives whilst on Our premises or whether or not such persons are at the time on the premises of their employment.

17. Metters beyond Control:

If either party is prevented from performing its obligations under this Contract by circumstances beyond their reasonable control, such performance shall be suspended, and if it cannot be resumed within a reasonable time then the Contract may be cancelled by either party.

18. Insolvency:

If You become insolvent (in the meaning of section 7 of the Bankruptcy (Scotland) Act 1985, or being a company make an arrangement with Your creditors, or have an administrator/receiver or administrator appointed or commence to be wound up, and may not replace or reducing of any of Your rights) terminates the Contract with immediate effect by written notice to Us or any person or organisation in whom the Contract may have vested.

19. Cancellation:

In addition to Our other rights of cancellation under this Contract We may cancel the Purchase Order and any Order Amendment thereto at any time by sending You a notice of termination in writing. You will comply with all direction and instructions that We may give in writing to You, and in the event of termination, You shall deliver up all Goods to Us and shall be at liberty to terminate this and any other contract, and to recover from You any loss or damage arising from such termination. You shall not exempt yourself from any liability in respect of Your consignment relevant to the Contract or to Goods workmanliness. This indemnity shall not prejudice or waived by any of our rights under this Contract.

20. Assignment and Sub-letting:

You shall not assign or sub-let any of your commitments under the Contract without Our prior written agreement. Such consent, if granted, shall not relieve You of any liability or obligation.

21. Bribery Act:

You are required to take all reasonable steps to exclude bribery from Your business in accordance with the Bribery Act 2010, and to take all reasonable steps to ensure that Your employees, agents or any third parties in Your organisation who act on Your behalf are also required to take such steps. You shall not permit or participate in any activity which may constitute a breach of the Bribery Act and to take all reasonable steps to prevent the offering or making of any payments which may constitute a breach of the Bribery Act and to take all reasonable steps to prevent the offering or making of any payments which may constitute a breach of the Bribery Act.

22. Freedom of Information:

You shall provide Us with a written assurance that You have the right to disclose any information about this Contract to any third party and that You will assist Us in the preparation and submission of any requests for access to information in relation to this Contract, including the information contained in any tender documents submitted by You in respect of this Contract, and that You shall not provide any information which may be considered confidential or commercially sensitive.

23. Lemon Law:

You shall not take any action that may be in violation of any provision of this Contract which may cause Us to receive a written notice or non-compliance requesting that You take corrective action. If You fail to take appropriate action within a reasonable period We shall have the right to give You written notice terminating the Contract.

24. Law:

The Purchase Order Contract is subject to the Law of Scotland. All disputes arising out of the Purchase Order Contract shall be subject to the exclusive jurisdiction of the Scottish Courts.

14. Acceptance:

This shall have the right to reject the Goods in whole or in part while or whether or not paid for in full in the Event of delivery, or to amend the terms and conditions of the Purchase Order and/or as a consequence of the requirements in the Contract. It is agreed that We may exercise the right of rejection notwithstanding any previous contract and shall be entitled to terminate the Contract and the Purchase Order shall be paid in full. You agree to give a reasonable opportunity to replace the Goods with those that conform with this Contract, after which time We shall be entitled to cancel the Purchase Order and obtain the Goods elsewhere.