

## **DLR Holdings Ltd – Trading as Tradpak. Terms and Conditions of Purchase**

### **Definitions**

Buyer	Means DLR Holdings Ltd. Company Number 06927416 registered office Brancepeth Place, Armley Road, Leeds, West Yorkshire, LS12 2EG together with its subsidiary and holding companies and any subsidiaries of such holding companies whether direct or indirect from time to time
Contract	Means the contract for the purchase of Goods covered by and incorporating these conditions and only valid with a Purchase Order from the Buyer
Delivery Address	Means the delivery address stated on the Purchase Order
Goods	Means the goods (including any installation of the goods or any part of them) described in the Purchase Order
Purchase Order	Means the Buyers purchase order to which these Conditions are annexed and/or available on the Buyer's website
Services	Means any services ordered or otherwise purchased under these Conditions
Supplier	Means the person, or persons, firm or company who or which provides a quotation to the Company for the purchase of Goods and supplies those Goods to the Company
Writing	Includes email, telex, facsimile transmissions and comparable means of communication

### **Basis of Purchase**

This Purchase Order constitutes an offer by the Buyer to purchase the Goods and/or the Services subject to these Conditions and those of the Supplier except where the Suppliers conditions contradict these in which case the Buyers conditions will prevail. The Buyers terms & conditions will apply and overrides all subsequent terms & conditions unless agreed in writing between the authorised representatives of the parties

For the avoidance of doubt to constitute a contract a purchase order must have been received by the Supplier from the Buyer

No variation to the Purchase Order or these terms & conditions shall be binding unless agreed in writing between the authorised representatives of the parties

### **Specification**

The quantity and description of the Goods and/or the Services shall be specified in the Purchase Order and/or in any applicable Specification supplied by the Buyer to the Supplier.

The Supplier shall comply with all applicable regulations and/or other legal requirements concerning the manufacture, packaging, and delivery of the Goods and/or performance of the Services

### **Price and Payment**

The Price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless stated otherwise, shall be inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the Goods to the Delivery Address, and any duties or levies other than Value Added Tax

The payment terms are deemed to be 60 days from the end of the month of receipt of the invoice, unless agreed prior to order.

### **Delivery**

The Supplier shall endeavour that the Goods shall be delivered to and/or the Services shall be performed at, the Delivery Address on the date or within the period specified in the Purchase Order and if unable to comply, shall notify the Buyer at the earliest possible opportunity.

The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the Buyer has had reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

At time of delivery, the Supplier shall supply the Buyer with any instructions manuals or other information relevant to the goods

### **Quality Assurance**

The Supplier shall operate a self-regulatory system of quality assurance and quality measures relating to the Contract in addition to any quality requirements in the Specification which ensures that the Goods and/or Services are provided in accordance with the requirements of the Contract

### **Warranties and Liability**

The Supplier warrants to the Buyer that the Goods will be of sound materials and equal in all respects to the samples, patterns, description or specification provided or given by either part.

If the purpose for which the goods are required is expressly indicated in the Purchase Order or specification the Supplier warrants that the goods be fit for that purpose and be free from defects in design, material and workmanship.

The Supplier warrants to the Buyer that any Services will be performed by appropriately trained and qualified personnel, with due care and diligence, and to the standards which

would reasonably be expected from a skilled and experienced Supplier engaged in the provision of services similar to the Services under the same or similar circumstances

The Supplier will indemnify the Buyer in full against the following:

Loss, liability, damages, costs, expenses (including legal expenses) or injury whatsoever and whenever arising caused to the Buyer, or for which the Buyer may be liable to third parties due to defective workmanship or unsound quality of the Goods and/or the Services supplied

All claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or subcontractors, of the Supplier, while in or about the Buyer's sites, works or other places of business

The Supplier having given the abovementioned indemnity shall accordingly maintain in force during the term of the Contract full and comprehensive insurance as appropriate in respect of the provision of the Goods and/or Services such insurance to be with reputable insurers acceptable to the Buyer acting reasonably.

Without prejudice to any other remedy, if any of the Goods and/or Services are not fit for purpose, in accordance with the Contract, then the Buyer shall be entitled, to require the Supplier to repair the Goods or to supply replacement Goods and/or Services in compliance with the Contract within 30 days and if applicable, indemnify the Buyer against any costs incurred with regards to the removal and re-installation of the goods

## **Termination**

The Buyer shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay the Supplier the Price for the Goods and/or the Services in respect of which the Buyer has exercised its rights of cancellation.

The Buyer shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:

(a) the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

(b) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

(c) the Supplier ceases, or threatens to cease to carry on business; or

(d) the Supplier does anything improper to influence the Buyer to give the Supplier any contract or commits an offence under the Prevention of Corruption Acts 1889 to 1916; or

(e) the Buyer reasonably believes that any of the events mentioned above is about to occur in relation to Supplier and notifies the Supplier immediately

## **General**

Any notice required or permitted to be given by either party to the other party under these Conditions shall be in writing addressed to that other party

No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision

If any provision of these Conditions is held 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

Acceptance of a Purchase Order will be deemed to bind the Supplier to these Conditions and no Goods and/or Services shall be supplied or performed by the Supplier, its employees, agents or representatives, except in accordance therewith

The Parties agree to submit to the jurisdiction of the English courts and agree that the Contract is to be governed and construed according to English law