



PS11

JNCC Purchase order terms and conditions

July 2013

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PURCHASE ORDER TERMS AND CONDITIONS

1 The Order is issued subject to these terms and conditions, which govern both the Order and all business dealings between JNCC Support Co. and the Supplier. Any Order which has not been accepted in writing by the Supplier within 14 days shall lapse.

The JNCC Support Co. Order Number and any JNCC Support Co. Job Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing, acceptance **and payment**.

INSTRUCTIONS

2 All correspondence relating to the Order must be addressed to JNCC Support Co. at the address set out in the Order.

3 All invoices must:

- 3.1 bear the serial number of the Order plus any job number allocated;
- 3.2 be rendered in duplicate;
- 3.3 have a copy of the Order attached;
- 3.4 quote your VAT registration number; and
- 3.5 be sent to JNCC Support Co., Monkstone House, City Road, Peterborough, PE1 1JY.

GENERAL CONDITIONS OF PURCHASE

4 DEFINITIONS

In this Contract:

- 4.1 '**JNCC Support Co.**' shall mean JNCC Support Co. of Monkstone House, City Road, Peterborough, PE1 1JY.
- 4.2 '**Conditions**' means these terms and conditions for the purchase of the Deliverables;
- 4.3 '**Contract**' shall mean the contract concluded by commencement of work under the Order or, if earlier, any acceptance of the Order communicated by you to JNCC Support Co. (whether in writing, orally or otherwise), whose terms shall comprise these Conditions;
- 4.4 '**Deliverables**' shall mean any services or goods or materials provided pursuant to the Order;
- 4.5 '**Force Majeure**' shall mean any event or occurrence which is outside the reasonable control of either party including (but not limited to) governmental regulations, fire, flood or any disaster.
- 4.6 '**Order**' shall mean the purchase order;
- 4.7 '**IPR**' means all present and future copyright, design right, database right and other intellectual property rights throughout the world for the whole term thereof including all extensions and renewals and the right to register any trade mark, patents and design rights in any part of the world; and
- 4.8 '**you**' or '**your**' shall mean the person or body appearing against the word '**Supplier**' on the front of the Order.
The headings used in these Conditions are for convenience and reference only and shall not affect their interpretation.

5 DELIVERY TITLE AND RISK

- 5.1 You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting a purchase order number, by the date specified in the Order or, if none, by any reasonable time specified by JNCC Support Co. Time shall be of the essence with regard to dates specified by JNCC Support Co. for the supply of Deliverables.
- 5.2 Title in the Deliverables shall vest in JNCC Support Co. upon delivery.
- 5.3 Risk in Deliverables shall remain with you until the Deliverables are delivered to JNCC Support Co. and signed for as accepted by an authorised signatory of JNCC Support Co. provided that if the Deliverables are subsequently rejected by JNCC Support Co. for any reason whatsoever (whether or not JNCC Support Co. is entitled to do so in accordance with these Conditions) and JNCC Support Co. gives you notice of such rejection, then risk in the Deliverables shall pass back to you forthwith.
- 5.4 If at any time deliveries under this Contract are suspended due to the happening of a Force Majeure event, then, without prejudice to its rights of termination or cancellation under clauses 17 and 18, JNCC Support Co. may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as JNCC Support Co. may

require, in which event JNCC Support Co.'s payment obligations shall be postponed for the equivalent length of time.

6 SPECIFICATION

- 6.1 JNCC Support Co. is relying on your skill and judgment to, as appropriate depending on the nature of the Deliverables, select and/or provide it with suitable materials or perform services satisfactorily and in either event in accordance with the Order.
- 6.2 You shall comply with all applicable regulations or legal requirements (as appropriate depending on the nature of the Deliverables) concerning the production, packaging and delivery of any goods or materials and/or the performance of any services.
- 6.3 You shall at all times comply with all reasonable instructions and directions of JNCC Support Co. given in connection with the Order.
- 6.4 You warrant that the Deliverables will be produced or provided by appropriately qualified and trained personnel, who shall act with due competence, care and diligence and that any services that are part of the Deliverables will be provided to such high standard of quality as it is reasonable of JNCC Support Co. to expect in the circumstances.
- 6.5 You warrant that the Deliverables will be of satisfactory quality and fit for the purposes for which they are required by JNCC Support Co. and all Deliverables will comply in every respect with all specifications, designs or requirements provided or notified by JNCC Support Co. to you.

7 RIGHTS

You warrant that the Deliverables will be original and will not infringe any third party's IPR or be in any other way contrary to law or any relevant regulatory code. In the case of pre-existing works bought in by you and supplied as part of the Deliverables you will procure at your expense that JNCC Support Co. is granted a worldwide licence to use such works for all purposes for the full terms of the relevant IPR.

8 OWNERSHIP OF IPR IN DELIVERABLES

Except in the case of pre-existing IPR which may be supplied as part of the Deliverables and where consent to include such IPR has been obtained from JNCC Support Co., JNCC Support Co. shall be the owner of any and all IPR in the Deliverables and you hereby assign, by way of future assignment, such IPR upon delivery or payment of the price of the Deliverables, whichever first occurs, and, unless otherwise specified overleaf, you agree to deliver the same to JNCC Support Co. and do all such things required by JNCC Support Co. to effect the assignment when so requested at no further charge.

9 PACKAGING

All Deliverables must be packed securely so as to be delivered to JNCC Support Co. in perfect condition and in the event that the Deliverables are not delivered in good condition it shall be deemed that they were not packed in accordance with this provision.

Packaging material shall be supplied free of charge and shall not be returnable unless JNCC Support Co. has so agreed in writing prior to the time of delivery provided this does not conflict with any of JNCC Support Co.'s duties under applicable UK waste regulations.

Packaging shall be clearly marked with any appropriate instalment number and shall be in accordance with any requirements specified from time to time by JNCC Support Co. and all Deliverables supplied shall carry such information as is specified by JNCC Support Co. Packages containing Deliverables supplied against drawings, part numbers or catalogues must be marked with the appropriate reference.

10 SAFE CUSTODY

You shall take good care of all Deliverables and any items entrusted to you by JNCC Support Co., identify all such items as JNCC Support Co.'s and return them to JNCC Support Co. on demand.

11 PRICES AND PAYMENT

11.1 All prices specified in the Order by JNCC Support Co. are and shall remain fixed and, unless provision for variation of prices is expressly stated on the front sheet of the Order form, no variation is permitted. Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.

11.2 The benefit of all commissions, discounts, volume and other rebates must be passed on to JNCC Support Co.

11.3 Unless otherwise stated on the front of the Order, you may not issue any invoice under the Contract until all Deliverables have been delivered to JNCC Support Co. under this Contract.

11.4 Undisputed invoices will normally be paid 30 days following the last day of the month of the invoice unless otherwise agreed in writing.

12 INDEMNITY

You undertake to indemnify and hold harmless JNCC Support Co., its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach or alleged breach of your obligations, warranties, agreements and undertakings in this Contract.

13 CONFIDENTIALITY

13.1 You acknowledge that the Order and its subject matter are confidential to JNCC Support Co. and shall not be disclosed or publicised to any third party by you for any reason without JNCC Support Co.'s express prior written consent.

13.2 You undertake not to use the name, logo, trade marks or other identity of JNCC Support Co. (or any client of JNCC Support Co. for whom the Deliverables are to be supplied) for any advertising or publicity purposes or otherwise without JNCC Support Co.'s express prior written consent.

13.3 You shall not without JNCC Support Co.'s express prior written consent copy, publicise or make available to any third party any information supplied by JNCC Support Co. for the purposes of the Order.

14 REJECTION OF DELIVERABLES

Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, JNCC Support Co. shall be entitled to reject any Deliverables before or after delivery if the same do not conform to sample or are defective in workmanship or otherwise not satisfactory, not fit for the purpose or not in accordance with the Order or any drawings or specifications supplied by JNCC Support Co.

Where so rejected:

14.1 such Deliverables shall after notice thereof to you be held by JNCC Support Co. at your sole risk and expense until you shall collect the same;

14.2 terminate the Contract forthwith; and

14.3 you will repay in full to JNCC Support Co. whatever has already been paid to you in that regard unless JNCC Support Co. agrees in writing to allow you to arrange prompt correction, completion or replacement of any Deliverables to JNCC Support Co.'s satisfaction at your own expense (including transportation charges).

15 INSURANCE

The risk of damage or injury to property or to third parties in the course of performance of the Contract in any part of the world (including the risk of loss or damage in transit to any of the Deliverables in your possession or control, third party risks and employer's liability insurance (or similar) in respect of all employees, agents, representatives and sub-contractors of yours who shall at your request or directions be on JNCC Support Co.'s premises or elsewhere at any time for or in connection with the provision of the Deliverables) shall be yours

and you shall take out full indemnity insurance to cover such risks.

16 ASSIGNMENT AND SUB-CONTRACTING

16.1 You may not assign or sub-contract any of your rights or obligations under the Contract without the prior written consent of JNCC Support Co.

17 TERMINATION

Without prejudice to its other rights JNCC Support Co. shall have the right to cancel the Order and to terminate the Contract if:

17.1 you commit a breach of this Contract and fail to remedy the breach within 7 days of written notice to do so; or

17.2 you become insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

18 CANCELLATION OR INTERRUPTION

18.1 The Order may be cancelled by JNCC Support Co. at any time prior to JNCC Support Co.'s acceptance of all the Deliverables, upon written notice to you. In such event, JNCC Support Co. will pay you, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point by you and any direct non-cancellable costs committed to the performance of your obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the face of the Order. JNCC Support Co. will not be responsible to you for any cancellation fees or penalties unless provided for on the front of the Order or in a separate written agreement in respect of the Order signed by JNCC Support Co. and you.

18.2 Should JNCC Support Co. or its clients be effected by a Force Majeure event, JNCC Support Co. may, without incurring any additional liability to you, serve notice on you identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason JNCC Support Co. shall not be liable to make any payment to you until the Deliverables are supplied. If such Force Majeure event continues for a period in excess of 6 months, either party may terminate the Agreement by notice in writing with immediate effect.

19 GOVERNING TERMS, LAW AND JURISDICTION

19.1 The terms included in the Order and these Conditions, and no other terms, shall govern the Contract and shall prevail over any other terms or conditions referred to orally or in correspondence between JNCC Support Co. and you unless JNCC Support Co. shall have consented in writing to such other terms.

19.2 The terms of this Contract shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.

19.3 Upon termination of this contract for whatsoever reason clauses 1, 4, 5, 7, 8, 12, 13, 14 and 19 shall continue to apply between the parties for a period of 6 years from the date of such termination.

20. NOTICES

All notices, orders and instructions provided to you under the Order shall be regarded as properly served if sent by hand, post, fax or email to you at your address on the front of the Order.