

General Conditions of Purchase



Union Technical

In these Terms and Conditions, unless the context otherwise dictates, words and terms defined below shall have the meanings given to them.

DEFINITIONS

“COMPANY” means the Union Technical Services Limited Company issuing the purchase order.

“CONTRACT QUANTITY” means the quantity of Goods as stated in the Company’s Purchase Order.

“DELIVERY” means delivery of the specified quantity of Goods or of the Service as directed in the Purchase Order; **“DELIVERED”** has a corresponding meaning.

“DELIVERY SCHEDULE” means a written schedule or programme (if any), on the Purchase Order or attached thereto, setting out the delivery timescales and/or delivery sequences within the Supply Period, and other related requirements of the Company as advised to the supplier at any time.

“GOODS” means goods to be supplied in accordance with the Purchase Contract.

“Good Industry Practice” Means the exercise by the Supplier of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a prudent and experienced supplier engaged in the same type of undertaking under the same or similar conditions using the best techniques and procedures available and to a high professional standard.

“IPR” means all intellectual property rights, including but not limited to patents, copyrights, trademarks, designs, trade secrets, and any other proprietary rights related to the Goods or Services provided under the Purchase Order.

“INSOLVENT” means in respect of the Supplier: (a) any document is filed at or transmitted to any court in the UK giving notice of the appointment or an administrator, any application is made to court for the appointment of an administrator any resolution is passed resolving to appoint an administrator; any meeting of the board or directors resolves to appoint an administrator; (b) it enters into a company voluntary arrangement; (c) any petition is presented to court for the compulsory liquidation or it passes a resolution to enter voluntary liquidation; (d) a receiver, an administrative receiver or manager is appointed in respect of its assets or undertaking (or circumstances arise which permit a creditor to appoint any of the same); (e) it ceases or threatens to cease to carry on all or part of its business in the United Kingdom; (f) if it is unable to pay its debts, or being capable of being deemed unable to pay its debts, within the meaning of section 123 of the Insolvency Act 1996.

“LAWS” means all statutory requirements and all applicable regulations, regulatory policies, adopted standards, guidelines or industry codes (whether legally binding or not), all necessary import/ export licences, clearances, permissions and other consents necessary for and all Company requirements associated with the supply, delivery and use of the Goods and/or the performance of the Services, including but not limited to requirements in relation to: supporting health and safety documentation, driver and vehicle competency, delivery restrictions and traffic management, off-loading, storage, manual handling, personal protection equipment and disposal of waste.

“PRICE” means the price of the Goods, and/or the charge for the Services as specified in the Purchase Order.

“PURCHASE CONTRACT” means the agreement between the Supplier and the Company comprising the Purchase Order and the documents referred to therein and these General conditions of Purchase.

“PURCHASE ORDER” means an instruction by the Company to supply Goods or Services as specified therein, in accordance with the Purchase Contract.

“SERVICES” means the services to be provided in accordance with the Purchase Contract

“SPECIAL CONDITIONS” means the conditions set out in the Special Conditions of Purchase.

“SPECIFICATION” means the description of the Goods or the Services to be supplied under the Purchase Contract. The said description may be contained on drawings or other detailed specifications.

“SUPPLY PERIOD” means the period (if specified) set out in the Company’s Purchase Order.

“THE SUPPLIER” means the person, firm, partnership, or company to whom the Company has issued a Purchase Order.

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“GOOD INDUSTRY PRACTISE” refers to the established and widely accepted practises, standards and procedures that are commonly followed by reputable and ethical businesses within a specific industry. These practises ensure efficiency, fairness, and consistency in the procurement process, while mitigating risk for both the buyer and supplier.

“WORKING DAY” means a day Monday to Friday which the Company is ordinarily open for business excluding public holidays, bank holidays and statutory holidays.

1. FORMATION OF CONTRACT

- 1.1 The Purchase Contract Constitutes an offer by the Company to purchase the Goods and/or the Services from the Supplier subject to these General Conditions of Purchase and any documents referred to therein, including but not limited to any Special Conditions.
- 1.2 The Purchase Contract shall be accepted by the Supplier:
 - 1.2.1 Expressly by email, post, electronic means.
 - 1.2.2 Impliedly by fulfilling the Purchase Order.
- 1.3 Despatch or delivery of the Goods by the Supplier to the Company and/or performance of the Services shall be deemed conclusive evidence of acceptance of the Purchase Contract.
- 1.4 Once the Supplier accepts the Purchase Contract in accordance with condition 1.2 or 1.3, any documents referred to therein, including but not limited to any Special Conditions, shall be binding upon the Supplier.
- 1.5 The Purchase Contract sets out the exclusive terms and conditions under which the Company does business with the Supplier, and supersedes any terms and conditions that the Supplier may propose or that may otherwise be brought to the Company's attention, whether through quotations, estimates, or other communications.
- 1.6 These General Conditions of purchase shall be subject to the Special Conditions (if any). In the event of any conflict or apparent conflict between the Special Conditions and these General Conditions of Purchase the Special Conditions shall prevail. No variation to a Purchase Order or these General Conditions or these General Conditions of Purchase shall be binding unless agreed in writing by the Company's authorised representative.
- 1.7 The General Conditions of Purchase are in addition to any rights or terms implied by statute or common law and do not affect them. The Purchase Contract forms the entire agreement between the Company and the Supplier and will be governed by the laws of Scotland.
- 1.8 The headings in these General Conditions are for convenience only and shall not affect their interpretation

2. QUALITY AND DESCRIPTION

- 2.1 It is a condition of each Purchase Contract that the Goods shall:
 - 2.1.1 Conform as to quality and description with the particulars stated in the Purchase Contract (including but not limited to any specification forming part of the Purchase Contract);
 - 2.1.2 Conform as to all Laws relating to the Goods;
 - 2.1.3 (Save where otherwise stated in the Purchase Order) be of the highest quality of materials and workmanship and of satisfactory quality free from all defects;
 - 2.1.4 Conform to the provisions of any documents referred to in the Purchase Contract, including but not limited to any Special Conditions;
 - 2.1.5 Be capable of achieving or exceeding the standard of performance specified in the Purchase Contract;
 - 2.1.6 Be fit for any purpose for which they are supplied pursuant to the Purchase Contract and any purpose represented by the Supplier;
 - 2.1.7 Comply with the metrics specified in the Purchase Contract (including but not limited to being of the volume, weight or length specified).
- 2.2 It is a condition of each Purchase Contract that the Services shall be performed;
 - 2.2.1 in accordance with the specifications or standards of performance set out or referred to in the Purchase Contract;
 - 2.2.2 So as to conform with all Laws relating to the Services;
 - 2.2.3 In accordance with Good Industry Practice;
 - 2.2.4 By suitably qualified and competent personnel who shall exercise no less a standard that Good Industry Practice and all due diligence in the execution thereof.
- 2.3 If and to the extent that the Supplier is responsible for the design or specification of any part of the Goods or the Services relate to the provision of design and/or consultancy services, in addition to those conditions set out in condition 2.1 and 2.2, it is a condition of any such Purchase Contract that it has exercised or will exercise the standard skill and care to be expected of a competent designer experienced in works of a similar size, scope and complexity including but not limited to in respect of:
 - 2.3.1 the design and/or specification of the Goods or part thereof,
 - 2.3.2 the selection of the kinds of materials and goods;
 - 2.3.3 the satisfaction of any performance specification where applicable
 - 2.3.4 the performance of the services.

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2.4 All representations, statements, or warranties made by the Supplier (whether orally, in writing, or in advertising materials) about the Goods' quality, fitness for purpose, or the Services' standard are considered part of the contract. These are explicitly included as conditions that the Supplier must meet.

2.5 The Supplier may be required to enter into warranties with third parties on behalf of the Company. These warranties in the agreed-upon price; no additional payments will be made for these warranties. The Supplier must provide them to the Company within 14 days of request. The Supplier must provide, at no extra cost, all necessary information about installation, maintenance, and guarantees. This information must be suitable for transferring to third parties or end users.

3. Guarantee

3.1 The Supplier guarantees the Goods against defects in design, materials and workmanship, for a period of twenty four (24) months following delivery of the Goods to the Company.

3.2 If Goods are found to be defective or unsuitable for their intended purpose within this 24-month period, the Company may require the Supplier to replace or repair the Goods at the Suppliers expense. The Company chooses between the replacement or repair. The Supplier is responsible for ensuring that the replacement or repaired Goods meet the Purchase Contracts requirements. If defective Goods are returned, the Supplier must reimburse the Company for any additional costs related to handling or returning defective Goods. Any replacement or repaired Goods will also be covered by a 24-month guarantee from the date of their delivery. The obligations outlined here do not override or invalidate any other warranties or guarantees related to the Goods under the Purchase Contract.

3.3 The Supplier shall replace or, as the case may be, repair defective Goods promptly on being called upon to do so, provided that if it fails to do so, or notifies the Company that it is unable to do so, the Company may do so itself or authorise others to do the same and, in that event, the Supplier shall reimburse the Company for all costs arising therefrom.

3.4 If it is necessary to open up or dismantle any other works or assemblies to permit any repair or replacement of defective Goods or the re-supply of sub-standard Services then the Supplier shall bear the cost of such opening up or dismantling and of re-assembly and making good after repairs, replacements and testing of such Goods have been completed and/or such Services have been re-supplied to the Company's reasonable satisfaction.

3.5 This guarantee and the Company's remedies hereunder are in addition to such other rights and remedies as may be available to the Company under these Conditions or any Contract or otherwise at law.

4. PRICE

4.1 The Price shall, unless otherwise stated, be deemed to include delivery to the location specified on the Purchase Order and shall include packaging, cost of packaging, materials, loading, off-loading (subject to condition 6), shipping, carriage, duties, insurance and any other associated cost. The Price shall be fixed unless otherwise agreed in writing between the Company and the Supplier.

5. PACKAGING

5.1 All Goods must be properly packaged to withstand transit to the delivery point without sustainability any damage, corrosion or contamination. All Goods shall be clearly and legibly labelled and addressed. All statutory requirements applying to labelling and disclosure of information must be met without exception.

5.2 The Supplier shall be liable to pay and indemnify the Company against any customs fines duties or imposts incurred as a result of the Supplier's failure to ensure that the foregoing provisions of this condition are fully complied with.

6 DELIVERY AND/OR PERFORMANCE

6.1 Delivery of Goods

6.1.1 The Supplier shall deliver the Goods in accordance with the requirements of the delivery schedule.

6.1.2 The Supplier shall (if called upon) unload Goods at the point or points of delivery stated in the Purchase Order.

6.1.3 Upon delivery the Goods must be signed for and name printed by an authorised representative of the Company to acknowledge receipt only and not to confirm that the Goods have been checked. Risk in the Goods will pass to the Company when an acknowledgement of receipt is signed in accordance with this condition 6.1.3 and unless a signature and printed name are obtained it shall be deemed that the risk of Goods remain with the Supplier.

6.1.4 The Company shall have five (5) Working Days to inspect the Goods following delivery and shall not be deemed to have accepted the Goods until the five (5) Working Day period has expired. Without prejudice to the foregoing the Company also reserves the right to reject the Goods as if they had not been accepted in circumstances where any latent defect, or any other defect which was not reasonably apparent at the time of delivery, is subsequently discovered.

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6.2 Performance of Services

6.2.1 The Supplier shall perform the Services in accordance with the requirements of the Delivery schedule.

6.2.2 The Company shall not be deemed to have accepted the Services until it has inspected them. The Company reserves the right to reject the Services in circumstances where any defect (latent or otherwise) in the Services is, or becomes apparent at any time after performance.

6.3 In delivering the Goods and/or performing the Services the Supplier shall comply fully (and shall procure that its carriers comply fully) with any delivery requirements/procedures at the delivery point or points which have been brought to the Supplier's attention.

6.4 Whenever a time of and/or date for delivery of Goods and/or performance of the Services is stated in the Delivery Schedule or a Supply Period is stated, the Supplier shall deliver the Goods and/or perform the Services on the stated time and/ or date. Unless identified in the Special Conditions the time for delivery of the Goods and/or performance of the Services shall not be of the essence.

6.5 Where the Supplier fails to comply with the Delivery Schedule or indicates by its actions, inactions or otherwise that it is unable to comply with the Delivery Schedule and/or is unable to effect delivery of all Goods and/or perform all Services within the Supply Period, the Company may at its discretion agree with the Supplier an alternative date and/or time for delivery and/or performance. Unless the parties agree otherwise an alternative date and/or time for delivery and/or performance shall be of the essence.

6.6 Where the Goods and/or Services are to be supplied to the Company on a call-off basis over a Supply Period, the Company shall call off such Goods and/or Services against the Purchase Order in writing.

7 PAYMENT

7.1 The Supplier must invoice the Company no later than twelve (12) days after the end of the month in which the Goods were delivered (as evidenced by the signed acknowledgement of receipt as set out in condition 6.1.3) or Services performed, as the case may be, and each invoice shall quote the number of the Purchase Order. Invoices received by the Company thirteen (13) days or more after the end of the month in which the Goods or Services to which they relate are despatched or performed will be deemed to relate to Goods or Services despatched or performed in the following month. Any invoices without the correct Purchase Order number cannot be processed and will be rejected.

7.2 Unless otherwise stated in the Purchase Order or special agreement, the Company shall pay the Price or relevant portion of the Price of the Goods delivered and/or the Services performed within 30 days after the end of the month of delivery of the Goods and/or performance of the Services in question by the Company or receipt by the Company of a proper invoice (which satisfied the provisions of this condition 7) if later.

7.3 Without prejudice to any other rights or remedies available to the Company, if the Company discovers any defect (whether latent or otherwise) in the Goods and/or Services at any time after delivery, the Company shall be entitled to require a full refund of the Price paid for the affected Goods and/or Services, or, where only part of the Goods and/or Services is defective, a refund corresponding to the affected portion. The Company may, at its sole discretion, set out, deduct, or without such amount from any sums owed by the Company to the Supplier, or make a corresponding entry in the Supplier's account to reflect this adjustment.

7.4 Every invoice must be addressed to the Company and must relate to a single order only, state the Company's relevant order number and show clearly whether it relates to the whole of that order, a part of that order or the balance of that order.

7.5 Where Goods are to be supplied on a call-off basis over a Supply period, the Supplier shall invoice the Company separately for each delivery of Goods. The Company's liability to pay for the Goods shall only arise when a written order for Goods has been made by the Company and the Goods have been delivered.

8 DOCUMENTATION

8.1 All correspondence must quote the Company's official Purchase Order number. All advice notes and despatch notes must be sent to the delivery address detailed on the Purchase Order.

9 TITLE AND RISK

9.1 The property in the Goods shall pass to the Company on delivery or on payment whichever is the earlier. Risk of damage or loss shall remain with the Supplier until delivery in accordance with Condition 6.1 Goods paid for by the Company but held in stock by the supplier offsite shall be labelled to indicate the Company name, order number and delivery address.

10 REMEDIES

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10.1 Without prejudice to any other right or remedy which the Company may have, if any Goods and/or Services are not supplied in accordance with, or the Supplier fails to comply with, any of the material terms of the Purchase Contract (including but not limited to any failure by the Supplier to deliver the Goods and/or perform the Services in accordance with the Delivery schedule or Supply Period where time is or has been made of the essence) or if the Supplier becomes or in the reasonable opinion of the Company is likely to become insolvent, the Company shall without prejudice to its other rights be entitled to avail itself of any one or more of the following remedies at its discretion without any liability or obligation to the Supplier, whether or not any part of the Goods and/or Services have been accepted by the Company:

10.1.1 to cancel any Purchase Contract (in whole or in part);

10.1.2 to refuse to accept any further deliveries of the Goods and/or performance of the Services;

10.1.3 to reject the Goods and/or Services (in whole or in part) (and in the case of Goods return them to the Supplier at the risk and cost of the Supplier) on the basis that if any payment has been made by the Company that a full refund for the Goods and/or Services shall be paid immediately by the Supplier;

10.1.4 to permit the Supplier to replace or reinstate the Goods or re-perform the Services so that they conform to the contract and to delay payment until the requirements of the Purchase Contract and to delay payment until the requirements of the Purchase Contract has been fulfilled to the Company's reasonable satisfaction;

10.1.5 to carry out or have carried out at the Supplier's expense, such work as is necessary for the Goods and/or Services to conform to the Purchase Contract and to delay payment until the requirements of the Purchase Contract have been fulfilled;

10.1.6 The Company may obtain goods and/or services from alternative sources to maintain progress on its work, with no liability for payment for undelivered goods and/or services. Any additional costs, including price differences between the original and alternative sources, shall be recoverable from the Supplier. This may reduce the quantity of goods or scope of services the Supplier is required to provide under this Purchase Contract. The Supplier cannot revise prices due to the Company's actions under this condition and remains fully responsible for compliance with the contract for goods and/or services supplied before and after the Company exercises this option.

10.2 Goods rejected under this Condition shall be removed by the Supplier at the Supplier's expense, within fourteen(14) days of the delivery of receipt of the notification of rejection. In the event of the Supplier failing to remove the rejected Goods or any of them within such period the Company shall be at liberty to return the same or any of them, at the Supplier's risk, the cost thereof being recoverable from the Supplier.

10.3 It shall be deemed to be within the contemplation of both the Company and the Supplier that where there is a default on the part of the Supplier, such default may disrupt and/or delay the Company in the execution of its works thereby causing the Company to suffer and/or incur loss and/or damage.

11 CANCELLATION

11.1 Without prejudice to any other right to terminate this Purchase Contract which the Company may possess, the Company shall be entitled in its sole discretion to cancel the Contract (for all or part of the Goods and/or Services and whether the Goods were ordered on a call-off basis or otherwise) by giving written notice to the Supplier at any time before delivery. If the Company exercises this right of cancellation it shall be bound to pay the Supplier for all Goods and/or Services already properly delivered in accordance with Purchase Contract but shall have no other liability of whatsoever nature to the Supplier under or in connection with the Purchase Contract.

12 CONFIDENTIALITY

12.1 The Supplier shall keep confidential all information belonging to the Company that it may access under this Purchase Contract ("Confidential Information") and shall not disclose or use it for any purpose other than fulfilling its obligations under the contract, without prior consent from the Company. This obligation does not apply to information that is publicly available, known to the Supplier before it became confidential, or obtained from a third party who is free to disclose it. The supplier shall ensure that any subcontractor is also bound by similar confidentiality agreements.

13. INTELLECTUAL PROPERTY

13.1 The Supplier warrants to the Customer that:

13.1.1 the supply and use of the Goods and/or the Services does not and will not infringe the IPR of any third party: and

13.1.2 to the extent that any Goods to be supplied under the Contract are supplied to detailed designs not origination from, or supplier by, the Company or by a process or method the use of which is not specifically directed by the Company, and the use of any such process or method under this Contract, does not and will not infringe the IPR of any third party.

13.2 The Supplier will indemnify fully and keep the Company full indemnified against any of the following:

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13.2.1 All actions, proceedings, liabilities (including direct or indirect liabilities) claims, demands;

13.2.2 All losses or damages (including indirect consequential or special losses or damages);

13.2.3 All reasonable out-goings, reasonable costs, reasonable expenses (including legal expenses);

Awarded against, paid by taken incurred by or issued against the Company as a result of any breach by the Supplier of the provisions of condition 13.1.

14. INDEMNITY

14.1 It is a condition of this Purchase Contract that the Supplier will be liable for and indemnify and keep indemnified the Company against all loss, damage, claims, royalties, proceedings, costs and expenses arising under any statute or at common law in respect of loss/damage to property real or personal or the death or injury to any person whatsoever and howsoever caused or arising out of this Purchase Contract except such as may arise through the wrongful act, neglect or omission of the Company.

14.2 The Supplier shall indemnify the Company in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with:

14.2.1 Any claim by employers, clients or customers of the Company and their sub-buyers arising out of any breach, non-performance or non-observation whatsoever by the Supplier of its obligations under the Purchase Contract; and

14.2.2 Any liability under the Consumer Protection Act 2015 in respect of the Goods.

15. INSURANCE

15.1 Unless specified otherwise in the Special Conditions, the Supplier shall maintain an insurance policy covering its liabilities under the Purchase Contract, with a minimum indemnity of £5,000,000 per claim, without limit to the number of claims during the insurance period. The Supplier shall provide evidence of this insurance (e.g., broker's letter) upon the Company's request.

15.2 If required, the Supplier shall provide documentary evidence that professional indemnity insurance has been obtained at a reasonable level, to be maintained for 6 years after delivery of the Goods or completion of the Services. The Supplier must also provide annual confirmation for 6 years that the insurance remains in force at the same level.

16. VISITS, INSPECTION AND QUALITY

16.1 The Company reserves the right to make visits at any reasonable time to any or all of the Supplier's premises and/or the Supplier's sub-suppliers for the purpose of inspecting and/or testing work-in-progress and shall give not less than 24 hours' notice of any such visit.

16.2 No modification to quality or specification shall be made without written authorisation from the Company. Application must be made for permission to make any such modifications in sufficient time to allow full consideration of the proposal by the Company's personnel.

16.3 The Supplier will if required supply samples free of charge to the Company for the purpose of design, performance and surveillance inspection and testing. Samples may be collected by the Supplier on completion of such tests in such condition as nature of the tests permits.

16.4 The Supplier shall produce to the Company on demand true and accurate copies of (certified to be such) of all test certificates and reports prepared by it in relation to the Goods.

17. General Provisions

17.1 If any provision of these General Conditions of Purchase is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, such provisions shall be severed from these General Conditions of Purchase. The remaining provisions shall continue in full force and effect as if the invalid, illegal, or unenforceable provision had never been included.

17.2 No modification or variation of these General Conditions of Purchase (or any Purchase Contract made under these General Conditions) shall be binding upon the parties unless it is in writing and signed by an authorized representative of both the Company and the Supplier. Any such modification shall be specific to the circumstances mentioned in the writing and shall not be considered a general change to the terms.

17.3 The failure of either party to insist upon strict performance of any provision of these General Conditions of Purchase (or any Purchase Contract made under these General Conditions), or to exercise any right or remedy available hereunder, shall not constitute a waiver of that provision or right. Such failure shall not diminish the obligations established by these General Conditions of Purchase (or any Purchase Contract made under these General Conditions).

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17.4 Except as expressly stated in these General Conditions of Purchase, no remedy provided by any provision of these General Conditions is intended to be exclusive of any other remedy. All remedies are cumulative and shall be in addition to any other remedy. All remedies are cumulative and shall be in addition to any other remedies available under applicable law, equity, statute, or otherwise.

17.5 The Supplier agrees that the Company may set off any sums due to the Supplier under this Purchase Contract against any amounts owed by the Supplier to the Company under other contracts. This includes any loss, expense, or damages incurred or likely to be incurred by the Company as a result of breaches of contract between the Company and the Supplier, whether under this Purchase Contract or any other contract between the parties.

17.6 A person who is not party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. However, this does not affect any right or remedy of a third party that exists or is available apart from that Act.

17.7 These General Conditions of Purchase (and any Purchase Contract made under these General Conditions) shall be governed by the laws of Scotland. The Supplier and the Company agree to submit to the non-exclusive jurisdiction of the Scottish courts.