THE UNIVERSITY OF LIVERPOOL
GENERAL CONDITIONS OF PURCHASE

1. DEFINITIONS
"University" means "The University of Liverpool" and shall include the University's successors and assigns.
"Seller" means the person firm or company to whom the Order is addressed and any associated or subsidiary person firm or company responsible for executing the Order and shall include the Seller's personal representative successors and permitted assigns. If the Order is executed by a person, firm or company different from that to whom the Order is issued, then that person shall be deemed an authorised agent of the person, firm or company executing the Order for the purposes of being bound by these Conditions.
"Order" means the University's Order and any amendment thereof for the supply of Goods sent by the University to the Seller on the University's official Order form together with any documents annexed thereto.
"Goods" means the articles materials works services or any of them described in the Order.
"Packages" shall include bags, cases, carboys, cylinders, drums, pallets, tank wagons and any other containers.
"Contract" shall mean the contract between the University and the Seller consisting of the Order, these General Conditions, and any other documents (or parts thereof) specified in the Order.
"Contract Price" shall mean the price, exclusive of Value Added Tax and Import Duty (where applicable) payable to the Seller by the University for the full and proper performance by the Seller of its part of the Contract as determined under the provisions of the Contract.
"Specification" means the technical description of the Goods contained or referred to in the Specification or in the Order.
"Delivery Date" means the date or dates specified in the Order for the delivery of the Goods.
"Business Day" means a day on which the Banks in London are open for the transaction of business.
"Authorised Officer of the University" shall mean the Registrar, the Director of Finance, the Director of Buildings Services or an Assistant Director of Finance and nobody else.
"Authorised Officer of the Seller" shall mean a Director or a Partner or an employee of the Seller authorised or who might reasonably be expected to be authorised to accept contractual terms or variations on behalf of the Seller.

2. PRECEDENCE
(a) Should there be any inconsistency between the documents comprising the Contract, they shall have precedence in the order herein listed: these Conditions; the Order.
(b) Unless otherwise agreed in writing and signed by an Authorised Officer of the University and by an Authorised Officer of the Seller (i) these Conditions shall override any representations promises terms and conditions whatsoever stipulated incorporated or referred to by either party and (ii) any Conditions of Sale of the Seller shall be of no effect.
(c) Any variation of the Order or these Conditions shall become binding only if agreed in writing by an Authorised Officer of the University and by an Authorised Officer of the Seller.
(d) The University's rights shall not be prejudiced or restricted by any indulgence or forbearance extended to the Seller and no waiver express or implied by the University in respect of any breach shall operate as a continuing waiver or as a waiver of any other breach.

3. PRICE
The Contract Price stated in the Order for the Goods is a fixed price and shall not be varied for any reason unless expressly agreed in writing and signed by an Authorised Officer of the Seller and by an Authorised Officer of the University.

4. ACKNOWLEDGMENT
The University will only be bound by the Order.
(a) if it is on the official University Order form duly signed by an Authorised Officer of the University and
(b) if the Seller accepts the Order in writing within 28 days of the date which it bears.

5. VARIATIONS
The University shall have the right during the execution of the Contract by notice in writing from an Authorised Officer of the University to direct the Seller to add or to omit or otherwise vary the Goods, and the Seller shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract. Where the Seller receives any such directions from the University which would occasion an amendment to the Contract Price or the time for delivery of the Goods or the time for completion of the Contract, the Seller shall with all possible speed advise the University in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as the original Contract.
Where the Goods are ordered to the University's Specification, the Seller shall not alter any of the Goods, except as directed in writing by an Authorised Officer of the University.

6. ACCESSION PROPERTY AND RISK
(a) The Goods shall only be accepted and property in them pass to the University after they (i) have satisfied all requirements and passed all tests specified in the Order the Specification and these Conditions and (ii) have thereafter been accepted in writing by and to the full satisfaction of the University. The University shall be entitled to reject the Goods at any time prior to their acceptance notwithstanding delivery.
(b) Until delivered to and accepted by the University the Goods shall remain at the sole risk of the Seller, who shall at its own cost insure the Goods in the name of the Seller against all insurable risks which are likely to affect the Goods with insurers and on terms approved by the University. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the University upon request.

7. DELIVERY
(a) The Goods shall be properly packed secured and despatched at Seller's expense to arrive in good condition by the Delivery Date or Dates and at the place or places specified in the Order.
(b) The Seller at its own expense shall furnish such programmes of manufacture and delivery as the University may reasonably require and shall give written notice to the University immediately if such programmes are or may be delayed.
(c) If the Goods are delivered to the wrong destination the Seller will be held responsible for any additional expense in delivering them to their correct destination.
(d) Unless otherwise provided by the Contract, all Packages supplied by the Seller shall be considered as non-returnable, and their cost as having been included in the Contract Price. Where it is agreed that Packages are returnable, full disposal particulars must be quoted on the advice note. The empties must have legible marks to show to whom they belong and the Seller will be required to bear all carriage and cartage charges. The University accepts no liability for Packages lost or damaged in transit.
(e) In order to confirm receipt the Seller shall obtain on delivery the signature of a representative of the University or the person to whom the Seller has been instructed to effect delivery of the Goods. This confirmation shall be evidence of receipt only but not of the Goods being of the condition specified in the Order the Specification and these Conditions and shall not amount to acceptance.

8. PAYMENT
(a) Payment will be made in accordance with the Contract. In the absence of any express condition in the Contract, the University's terms are payment due 30 days from date of invoice. Invoices must be addressed to the University Department indicated on the Order. The complete Order number must be quoted on all invoices.
(b) If applicable the University shall pay to the Seller, in addition to the Contract Price a sum equal to the Value Added Tax chargeable on the value of the Goods supplied in accordance with the Contract.
(c) Any over payments by the University to the Seller shall be a sum recoverable from the Seller under Condition 26.

9. QUALITY AND DESCRIPTION
The University's representative shall have the right to inspect all Goods at the Seller's works and the works of sub-contractors at all reasonable times and to reject Goods that do not comply with the terms of the Contract. Any inspection, checking, approval or acceptance given on behalf of the University shall not relieve the Seller or its sub-contractor from any obligation under the Contract.
The Goods shall:
(a) conform in all respects with the particulars and requirements contained in the Order and the Specification and these Conditions.
(b) correspond with their description.
(c) be of sound materials and workmanship.
(d) be equal in all respects to samples patterns drawings plans and specifications provided by either party.
(e) be of merchantable quality.
(f) be capable of any standard of performance specified in the Contract.
(g) be fit for such purpose as shall be made known by the University to the Seller and in this respect the University relies on the Seller's skill and judgment.

10. UNIVERSITY'S RIGHT TO REJECT
(a) The University reserves the right to reject the whole (or any part) of the Goods if any part of the Goods does not correspond with the Order and the Specification and these Conditions in quality fitness description or quantity and to return any such rejected Goods to the Seller at the Seller's risk and expense.
(b) The making of payment shall not prejudice the University's right of rejection. Goods rejected under this Condition shall not be considered as having been delivered under the Contract and shall be removed by the Seller at its own expense within eight (8) days
from the date of the receipt of notification of rejection or within such greater period as the University may agree. In the event of the Seller failing to remove them, or any of them, within such a period as aforesaid, the University shall be at liberty to return the rejected Goods or any of them at the Seller's risk, the cost of carriage being a sum of money recoverable from the Seller for the purposes of Condition 26.

11. SELLER’S WARRANTY

Without prejudice to these Conditions and any additional obligations imposed by the Order the Seller agrees promptly to remedy or replace, at no cost to the University, any part or parts of the Goods which during the first year of actual use (hereinafter called the Warranty Period) prove to be defective or unsuitable for the purpose specified, whether such is due to faulty design poor workmanship faulty materials the Seller's erroneous instructions or data or any other cause not attributable to misuse by the user.

The Warranty Period for any goods repaired or replaced shall be extended by 12 months from the date when such repair or replacement shall be approved by the University.

12. INDEMNITY

(a) The Seller shall indemnify the University against all losses liabilities claims demands damages costs and expenses whatsoever in respect of loss of or damage to any property whatsoever (including that of the University) or injury to or death of any person (including any employees agents or sub-contractors of the University or the Seller) or other loss or damage sustained by any person howsoever caused that may arise or occur directly or indirectly as a result of

either (i) the Goods not being in accordance with the Order the Specification and these Conditions.
or (ii) any act or omission of the Seller its servants agents or sub-contractors.

(b) The Seller shall effect insurance against all those risks the subject of the Seller's indemnity in Condition 12(a) with insurers and on terms approved by the University. Satisfactory evidence of such insurance and payment of the current premiums shall be shown to the University upon request.

13. LATE DELIVERY

(a) The time or times specified in the Order for delivery of the Goods is of the essence of the Contract between the University and Seller for the supply of the Goods.

(b) If delivery of the Goods or any part thereof is not made in accordance with the time or times specified in the Order the University may at its option and without prejudice to any other rights the University may have cancel the delivery of any undelivered balance of the Goods.

(c) If the Order provides for delivery of the Goods by the Seller by instalments and the Seller shall make default in delivery of one or more instalments the University shall have the option specified in Condition 13(b) hereof.

14. FORCE MAJEURE

If during the currency of the Contract the University is prevented from or hindered in the use of the Goods by reason of war strikes disputes lockouts riots civil commotions epidemics fire explosion accident flood or any other operation of the forces of nature or any other cause whatsoever whether of the foregoing nature or not then the University at its option may partially or wholly suspend deliveries of the Goods during the continuance of such causes and the time for delivery shall be correspondingly extended but if such suspension continues for more than six months the University may give written notice to terminate the whole or any part of the Contract thereby affected without liability but without prejudice to the accrued rights of either party. If the Seller postpones delivery at the request of the University pursuant to this clause, the Seller shall store, protect and insure the Goods until actual delivery and the University shall be liable for any reasonable cost (including insurance) for its so doing.

15. STORAGE

Except where stated otherwise in the Contract, the Seller shall protect and insure Goods that might deteriorate through corrosion or other cause during storage and transportation.

16. HAZARDOUS GOODS

Hazardous goods must be marked with the name of the material in English and the Seller shall observe the requirements of the United Kingdom the European Economic Community or any Government or Public Body or any international agreement or convention of whatsoever nature and by whomsoever imposed relating to the packaging, labelling distribution and carriage of hazardous goods. The Seller will promptly inform the University of any dangers and special instructions relating to the handling or use of hazardous Goods. The University accepts no responsibility for compliance with the Health and Safety at Work Act 1974 and in particular does not accept any responsibility under Section 6 thereof.

17. ARTICLES ON LOAN AND USE OF INFORMATION

All tools, materials, drawings, specifications and other equipment and data loaned by the University to the Seller in connection with the Contract will
remain at all times University property and be surrendered to the University upon demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Seller solely for the purpose of completing the Contract. The Seller agrees that no copy of any of the articles listed in the foregoing sentence will be made without consent in writing of an Authorised Officer of the University. Such articles shall be at the risk of the Seller and insured by the Seller at Seller's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Seller at the Seller's expense. All scrap arising from the supply of such articles must be disposed of at the University's discretion and all proceeds of sales of such scrap must be credited by the Seller to the account of the University. Any specifications, plans, drawings, patterns, or designs supplied by the University to the Seller in connection with the Contract shall remain the property of the University, and any information derived therefrom or otherwise communicated to the Seller in connection with the Contract shall be kept secret and shall not without consent in writing of an Authorised Officer of the University, be published or disclosed to any third party, or made use of by the Seller except for the purpose of implementing the Contract.

18. OWNERSHIP OF RESULTS

If the Contract involves design and/or development work, but not otherwise, the provisions herinafter set out in this Condition shall apply:

All rights in the results of work arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be the property of the University which has the sole right to determine whether any letters patent, registered design and other protection shall be sought.

The Seller shall promptly communicate to the University all such results and shall if requested and at the expense of the University do all acts and things necessary to enable the University or its nominee to obtain letters patent, registered designs and other protection for such results in all territories and to assign the same to the University or its nominee.

The Seller shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes in the public domain other than by breach of this Contract.

19. NON-OBSERVANCE OF CONDITIONS

In the event of any breach or non-observance of any of these Conditions, the University may give the Seller written notice of such breach or non-observance and the Seller shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. Should the Seller fail so to rectify, then the University shall have the right to give the Seller written notice forthwith terminating the Contract.

20. UNIVERSITY'S RIGHT OF CANCELLATION

The Seller agrees that the Contract may be terminated by the University at any time in whole or in part by delivery to the Seller of a Notice of Termination. In the event of such Notice being given the Seller shall comply with any directions with regard to the Goods which may be given by the University. Subject to the Seller submitting within six (6) months from the effective date of termination its termination claim in the form prescribed by the University in the Notice of Termination, the University shall indemnify the Seller against any commitments, liabilities or expenditure which in the opinion of the University have been reasonably and properly incurred by the Seller in connection with the Contract and which would otherwise represent an unavoidable loss to the Seller. The University shall not be liable to pay under the provisions of this Condition any sum which when taken together with any sums paid or due or becoming due to the Seller under the Order, shall exceed the total price of the Goods payable under the Contract. Save as provided above the University shall not be liable to the Seller for any loss damage or injury whatsoever sustained by the Seller whether direct indirect or consequential howsoever the same may be caused.

21. CONSEQUENTIAL LOSS

The University its servants agents and independent contractors shall not in any circumstances whatsoever be liable for any loss of profit or consequential loss whatsoever and the Seller shall save harmless and indemnify the University and its servants agents and independent contractors accordingly.

22. INSOLVENCY OF SELLER

The University may by written notice cancel the delivery of any undelivered balance of the Goods if the Seller becomes insolvent or being an individual or partnership becomes bankrupt or enters into a composition or arrangement with his creditors or has a Receiving Order made against him or being a Company goes into liquidation or suffers a Receiver to be appointed.

23. COMPLIANCE WITH LAW

(a) The Seller shall ascertain comply with and observe strictly in respect of and in connection with the Goods and their supply all Acts of Parliament statutory provisions and regulations, Common Law duties by-laws or regulations of any Government Local Authority or other Public body of whatsoever nature and by whomsoever imposed.
(b) The Seller shall keep the University indemnified against all actions claims demands damages fines costs charges and proceedings whatsoever in respect of any loss of or damage to any property or death of or injury to any person arising in consequence of or in connection with any breach non-compliance or non-observance of such statutory provisions and regulations Common Law duties by-laws and regulations as aforesaid.

24. DUTIES LEVIES TAXES ETC
All export duties import duties taxes levies of whatsoever nature and by whomsoever imposed present or future shall be for Seller's account. Where the Goods required under this Contract are to be wholly manufactured outside of those countries which at the time of manufacture comprise the European Economic Community, the Contract Price shall be exclusive of any European Economic Community Customs and Excise Duties which may be payable but the University will reimburse the Seller after due delivery of the Goods any sums which it may pay to H.M. Customs and Excise in respect thereof, on production of evidence of such payment. Where the University wishes to apply for a licence of exemption from European Economic Community Customs and Excise Duties in respect of the Goods, the Seller shall give all necessary assistance with the said application and if the application for a licence of exemption is successful, shall be responsible for claiming repayment of said duties from H.M. Customs and Excise and will not charge the University for the said duties, or if the University has already paid, the Seller shall promptly repay the said duties to the University.

25. INFRINGEMENT OF PATENTS
The Seller warrants that neither the Goods nor the University's use thereof will infringe any patent registered design trade mark copyright or other protected right and undertakes to indemnify the University against all actions claims demands costs charges and expenses arising from or incurred by reason of any infringement or alleged infringement of any such right.

26. RECOVERY OF SUMS DUE
Whenever under the Contract any sums of money shall be recoverable from or payable by the Seller, the same may be deducted from any sums then due, or which at any time thereafter may become due to the Seller under the Contract or under any other Contract with the University.

27. CORRUPT GIFTS
The Seller shall not give, provide, or offer any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the University shall, without prejudice to any other rights it may possess, be at liberty forthwith to terminate the Contract and to recover from the Seller any loss or damage consequent upon such termination.

28. ASSIGNMENT
The Seller shall not without the consent in writing of an Authorised Officer of the University assign or sub-let the Contract or any part thereof.

29. NOTICE
All notices and communications required to be sent by the Seller or University hereunder shall be made in writing and sent by first class mail and if sent to the Seller sent to the registered or head office of the Seller and if sent to the University sent to the Director of Finance, at the University address stated on the Order and shall be deemed to have reached the party to whom it is addressed on the business day next following the date of posting.

30. PROPER LAW
These conditions shall be construed in all respects in accordance with English Law and the Seller hereby submits for the purpose of any proceedings to the jurisdiction of the English Courts.

Nothing in these Conditions shall prejudice any condition or warranty (express or implied) or any other right or remedy to which the University is entitled in relation to the Goods by virtue of statute common law or otherwise.