

CONDITIONS OF SALE

1. DEFINITIONS:
- 1.1 "the Contract" means the agreement concluded between the United Kingdom Atomic Energy Authority and the Purchaser consisting of these conditions and all other documents or part thereof which are relevant to the Contract.
- 1.2 "Purchaser" means the person, firm or company to whom the Contract is issued.
- 1.3 "Delivery Date" means the date specified by the Authority when the goods are to be delivered.
- 1.4 "Goods" means the articles which the Purchaser agrees to buy from the Authority
- 1.5 "Price" means the purchase price exclusive of value added tax, carriage, & insurance, payable to the Authority by the Purchaser under the Contract in exchange for the goods
- 1.6 "Authority" means United Kingdom Atomic Energy Authority
- 1.7 The headings to the following Conditions do not affect the interpretation thereof
2. GENERAL
- 2.1 These Conditions shall apply to all contracts for the sale of Goods by the Authority to the Purchaser to the exclusion of all other terms and conditions including any terms or conditions which the Purchaser may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for goods shall be deemed to be an offer by the Purchaser to purchase Goods pursuant to these Conditions.
- 2.3 Acceptance of delivery of the Goods shall be deemed conclusive evidence of the Purchaser's acceptance of these Conditions.
- 2.4 Any variation of these Conditions (including any special terms and Conditions agreed between the parties) shall not be applicable unless agreed in writing by the Authority.
3. PRICE AND PAYMENT
- 3.1 The Price shall be the Authority's quoted price. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Authority's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.
- 3.3 Interest on overdue invoices shall accrue from the date when payment becomes due from day to day until the date of payment at a rate of 2% above the base rate of the Bank of England.
- 3.4 Value added tax is to be shown on invoices as a separate item.
4. GOODS
- 4.1 The quantity and description of the Goods shall be as set out in the Authority's quotation.
5. WARRANTIES AND LIABILITY
- 5.1 The Authority warrants that the Goods will at the time of the delivery correspond to the description given by the Authority. Except where the Purchaser is dealing as a consumer (as defined in the Unfair Contract Terms Act 1977 Section 12) all other warranties, conditions or terms relating to fitness for purpose, merchantability or condition of the Goods and whether implied by statute or common law or otherwise are excluded.
- 5.2 The Goods are Warranted against defective material and workmanship under normal use and application. The Authority's liability under this Warranty is limited to a period of 3 months after the goods have been delivered and is limited to the supply of a replacement product or part thereof and does not oblige the Authority to make repairs of any kind or to bear labour costs. The Warranty applies only neither if the goods are new and does not cover items which have been misused or abused nor if the goods are installed or operated other than in accordance with good practice.
- 5.3 The Authority will not be liable for loss or expense arising in connection with the use or inability to use the goods nor for consequential loss or damage of any kind nor charge of patent infringement. This Warranty does not extend to items considered to be consumed in the use of the goods. It is in lieu of all other Warranties and conditions implied or expressed which exceed the above obligations and which are hereby disclaimed and excluded.
- 5.4 The Authority's liability (if any) whether contractual or otherwise in respect of any defect in the goods or for any breach of this agreement or of any duty owed to the Purchaser in connection herewith shall be limited to the price of the goods in question. The Authority shall not be liable for any loss of any kind to the Purchaser arising from any damage to the goods occurring after the risk has passed to the Purchaser however caused nor shall any liability of the Purchaser to the Authority be diminished or extinguished by reason of such loss.
6. DELIVERY
- 6.1 Delivery of the Goods shall be made to the Purchaser's address on the Authority's estimated Delivery Date. The Purchaser shall make all arrangements necessary to take delivery of the Goods whenever they are tendered for delivery.
- 6.2 All Delivery Dates are estimates and the time of Delivery shall not be of the essence of the contract. The Authority shall not in any way be liable to compensate the Purchaser in damages or otherwise for non-delivery or late delivery of the goods or any of them for whatever reason or for any loss consequential or otherwise arising therefrom unless the Purchaser's claims are submitted in writing.
- 6.3 Should the Authority be prevented from or hindered in delivering the goods or any part thereof by reason of war, riot, explosion, fire, flood, strike, lockout, shortage of materials or labour or any cause beyond the Authority's control the time for Delivery shall be extended by a period equal to that during which the cause preventing or hindering Delivery exists.
- 6.4 The Purchaser ensures his delivery staff, including delivery subcontractors, are trained and equipped to take delivery and unload the consignment ordered safely and effectively.
7. ACCEPTANCE
- 7.1 The Purchaser shall be deemed to have accepted the Goods 48 hours after delivery to the Purchaser.
- 7.2 After acceptance the Purchaser shall not be entitled to reject Goods which are not in accordance with the contract.
8. TITLE AND RISK
- 8.1 Risk shall pass on acceptance and delivery of the Goods at the Purchaser's premises.
- 8.2 Property of the Goods without prejudice to any of the rights or remedies of the Purchaser, passes to the Purchaser at the time payment is made for the Contract.
9. REMEDIES
- 9.1 Where the Purchaser rejects any Goods then the Purchaser shall have no further rights whatsoever in respect of the supply to the Purchaser of such Goods or the failure by the Authority to supply Goods which conform to the contract of sale.
- 9.2 Where the Purchaser accepts or has been deemed to have accepted any Goods then the Authority shall have no liability whatsoever to the Purchaser in respect of those Goods.
- 9.3 The Authority shall not be liable to the Purchaser for late delivery or short delivery of the Goods.
- 9.4 The Authority shall be under no liability whatsoever to the Purchaser for any direct or indirect loss and/or expense (including loss of profit) suffered by the Purchaser arising out of a breach by the Authority of this contract.
- 9.5 In the event of any breach of this contract by the Authority the remedies of the Purchaser shall be limited to damages. Under no circumstances shall the liability of the Authority exceed the Contract Sum.
10. INSOLVENCY
- 10.1 If the Purchaser ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or

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being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the Authority without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the Purchaser and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Purchaser such charge to be an immediate debt due to him and (ii) in respect of all unpaid debts due from the Purchaser have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards his debts.

10.2 Wherever under this Contract any sum of money is recoverable or payable by the Purchaser, the same may be deducted from any sum then due, or which may for any time thereafter become due, to the Purchaser under the Contract or any other Contract with the Authority.

11. BRIBERY ACT 2010

12.1 The Authority shall be entitled to terminate the Contract without notice at any time if the Purchaser or anyone employed by the Purchaser or acting on his behalf directly or indirectly do not comply with this Clause 12.

12.2 The Purchaser shall:

12.2.1 Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements');

12.2.2 Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

12.2.3 Comply with the Authority's procedures relating to ethics and Propriety, as highlighted to you from time to time ('Relevant Policies');

12.2.4 Not do, or omit to do, any act that will cause or lead the Authority to be in breach of any of the Relevant Requirements;

12.2.5 Have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, the Relevant Policies and Clause 12 and will enforce them where appropriate;

12.3.1 Has been convicted of any offence involving bribery or corruption, fraud or dishonesty;

12.3.2 Having made reasonable enquiries, so far as it is aware, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence under the Relevant Requirements; or

12.3.3 Has been or is listed by any government agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or other government contracts;

12.4 The Purchaser shall immediately notify the Authority if, at any time during the term of this contract, its circumstances, knowledge or awareness changes such that it would not be able to comply with this Clause 12 or repeat the warranties set out in Clause 12 at the relevant time.

12. LAW

12.1 This contract is considered as a Contract made in England and subject to the laws of England and to the jurisdiction of the English courts.