



## **Rail Order Limited Terms and Conditions of Purchase**

Rail Order Limited will only purchase goods on these Terms and Conditions. If you accept our order it will be on these Terms and no other standard terms.

### **1. The Contract**

- 1.1. Our contract with you, our Supplier, will comprise our express written order, these Terms and any content imposed by law, but nothing else.
- 1.2. If any of the Terms of the contract conflict with or contradict each other those Terms will override each other in the following order of priority: (1) any express written agreement from us; (2) our order; (3) these Terms.

### **2. Price**

- 2.1. The price of the goods will be as stated in our order and, unless otherwise stated, will be:
  - 2.1.1. Exclusive of any applicable VAT.
  - 2.1.2. Inclusive of all charges which include but are not limited to: packaging, insurance and delivery costs to Rail Order Limited's UK delivery address or an address specified on the purchase order.
  - 2.1.3. Where required Certificates of Conformity and / or Material Safety Data Sheets will be supplied at no cost.

### **3. Payment**

- 3.1. Invoices for the goods should be sent to Rail Order Limited on or after the date of supply of the goods. Each invoice must quote the order number.
- 3.2. Unless otherwise stated in the order, we will pay the contracted price no more than 30 days following the end of month of receipt of an undisputed invoice.
- 3.3. We will be entitled to set off against the amount due, any amounts due to Rail Order Limited from the Supplier.
- 3.4. If Rail Order Limited fails to make any undisputed payment due under this Agreement by the due date for payment, Rail Order Limited shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgement.

### **4. Specifications**

- 4.1. The quantity, quality and description of the goods will be as specified in our order.
- 4.2. You have sole responsibility for complying with all applicable regulations and other legal and regulatory requirements concerning performance of the contract, and for ensuring that we can, in compliance likewise, fully utilise the goods for their intended purposes.

### **5. Delivery and risk**

- 5.1. All goods will be delivered to the address and to the delivery date stated on the order during usual business hours.

- 5.2. The date of delivery of any goods or rights, and the performance of any services, will be of the essence of this contract.
  - 5.3. A delivery note quoting the order number, cat no. Description and quantity supplied must accompany each delivery of goods.
  - 5.4. The Supplier will only deliver the quantity detailed on the order, no additional quantities can be delivered unless prior written agreement has been received from Rail Order Limited.
  - 5.5. Where goods are to be supplied in instalments, the contract is still to be treated as a single contract. If you fail to deliver or perform any instalment we may treat the whole contract as repudiated.
  - 5.6. We may reject any goods which are not fully in accordance with the contract. Acceptance does not occur until we have had a reasonable time to inspect or consider the relevant goods following supply and, in the case of latent defect, a reasonable time after the defect becomes apparent.
  - 5.7. We will not be bound to return to you any packaging or packing material, but if any relevant requirement for packaging recycling applies, you will take materials back free of charge including the collection of the packaging which could be from a different location(s) on request.
  - 5.8. Title to the goods shall pass on delivery unless otherwise agreed in writing.
6. Warranties
- 6.1. All goods will be free from defects in materials and workmanship.
  - 6.2. All goods will comply with all statutory requirements and regulations and all normally applicable quality standards, relating to their sale or supply.
  - 6.3. All warranties, conditions and other terms implied by statute or common law in our favour will apply to any goods bought from you.
  - 6.4. If any contract goods do not comply with all contract requirements we can demand that you repair them or supply replacement goods within seven days or depending on the product within a reasonable amount of time, at our sole discretion, we can reject the goods and demand the repayment of any sum already paid for them.
  - 6.5. The Supplier accepts that in placing the order we have relied on the Supplier's skill and expertise and upon any representations made by them or their staff.
  - 6.6. If the goods or services supplied are defective or shall prove to be defective within 12 months of delivery then, without prejudice to our other rights, we may call upon the Supplier to rectify the defects or, at our option, to replace the goods at the supplier's own expense. This condition shall also apply to any rectified or replacement goods and services.
7. Insurance
- 7.1. The Supplier shall affect adequate insurance to cover product liability to include cover for consequential losses in respect of goods and indemnity insurance in respect of services up to any limit that may be specified by us. The Supplier shall, if requested, provide us with a copy of the policy or schedule of insurances held.
  - 7.2. You will insure yourselves, and keep insured until Performance is complete, against all normal insurance risks relevant to your work for or with us, on terms and for amounts consistent with normal business prudence.

## 8. Termination

8.1. We may suspend performance of, or cancel, or suspend and then at any subsequent time cancel, the contract without any liability to you if you breach its terms, or if your business fails.

8.2. Your business will be treated for this purpose as having failed if:

8.2.1. you make any voluntary arrangement with your creditors;

8.2.2. (being an individual or firm) you become bankrupt;

8.2.3. (being a company) you become subject to an administration order or go into liquidation;

8.2.4. any third party takes possession of, or enforces rights over, any of your property or assets under any form of security;

8.2.5. you stop or threaten to stop carrying on business;

8.2.6. you suffer any process equivalent to any of these, in any jurisdiction; or

8.2.7. we reasonably believe that any of the events mentioned above is about to occur and we notify you accordingly.

## 9. Confidentiality

You will keep strictly confidential all information which you learn about us or our customers, or are provided by us, and use that information only for the performance, in good faith, of your contractual obligations to us. By way of illustration only, you may not use such information to help our competitors, poach our staff or disparage our reputation.

## 10. Advertising

No references or any form of marketing shall be made without our express written permission in writing.

## 11. Variations

Any variations or extension to this order will only be effective if written approval has been received by Rail Order Limited.

## 12. Notices

Any written notice under these Terms will be deemed to have been sufficiently served if posted by pre-paid official postal service, or if sent by fax then on receipt of successful answerback, or if sent by e-mail (but in this case only on evidence of successful transmission and only if the parties have regularly communicated on contract matters by that e-mail route).

## 13. Indemnity

The supplier shall indemnify us against all losses suffered by us as a result of any defect in the goods or services supplied or as a result or delay in delivery or performance including any liquidated damages arising out of such default or delay which have been claimed by us.

## 14. Law

The contract will be governed by English Law and the parties submit to the exclusive jurisdiction of the English Courts.