



Alloa Business Centre,
Alloa Business Park,
Whins Road, Alloa
FK10 3SA

E: support@ceteris.co.uk

T: +44 (0) 1259 721454

ceteris.co.uk



Ceteris (Scotland) Limited Terms and Conditions for suppliers Standard Conditions of Purchase of Goods and Services

1. Application

- 1.1 These are the only Conditions upon which Ceteris Ltd is prepared to deal with the Supplier. They shall govern the Agreement to the exclusion of all other terms, conditions and representations.
- 1.2 The acceptance of a Purchase Order and the supply of Goods and Services to Ceteris Ltd by the Supplier shall be conclusive evidence of the Suppliers acceptance of these Conditions.
- 1.3 Any specifications including diagrams and other data referred to in the Purchase Order are to be deemed incorporated into these Conditions. The Supplier shall supply the Goods and Services in compliance with any such specifications.
- 1.4 No variation to these Conditions shall have effect unless agreed in writing and signed by an authorised signatory of Ceteris Ltd.

2. Price and Payment

- 2.1 The price of the Goods and Services shall be stated in the Purchase Order and be inclusive of value added tax and all other charges. No increase in price shall be effective unless agreed in writing before the execution of the order.
- 2.2 Ceteris Ltd shall not make any payment to the Supplier unless the Supplier is in receipt of an official Purchase Order.
- 2.3 If appropriate, separate invoices must be rendered for each part delivery against a Purchase Order. The Purchase Order number must be correctly quoted on all invoices. Ceteris Ltd is registered for VAT (reg. no.GB 892 2099 00) and requires tax invoices from all VAT registered suppliers showing the VAT rate, the amount of VAT charged and the Suppliers VAT registration number.
- 2.4 Ceteris Ltd shall pay for the Goods and Services within 20 days of the month end after receipt from the Supplier of an invoice containing such detail as Ceteris Ltd may reasonably require, subject to compliance by the Supplier with these Conditions. Ceteris Ltd shall make all such payments by BACS transfer or by cheque, at its discretion. If payment is to be made by BACS transfer the Supplier shall provide details of the bank account into which such payment is to be made to Ceteris Ltd as soon as possible and no later than 10 working days prior to the first payment becoming due under the Agreement.
- 2.5 Payment by Ceteris Ltd shall not prejudice any claims or rights which Ceteris Ltd may have against the Supplier and shall not constitute any admission as to the performance by the Supplier of its obligations.
- 2.6 Without prejudice to Ceteris Ltd other rights and remedies, if the Supplier is in breach of any of its obligations under this Agreement the Supplier shall pay or allow Ceteris Ltd such sum as Ceteris Ltd reasonably estimates to be fair in respect of any resultant losses, damages, costs and expenses which Ceteris Ltd may incur.
- 2.7 If any Ceteris Ltd money is due from the Supplier in terms of this Condition 2 or otherwise, Ceteris Ltd may deduct this from any sum due or to become due to the Supplier under the Agreement or any other agreement.

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Registered Office: Ceteris (Scotland) Ltd, Alloa Business Centre, Alloa Business Park, Alloa FK10 3SA. Registered in Scotland 91088.

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3. Delivery

- 3.1 Agreed times for the supply of Goods and Services and the completion of works are of the essence of the Agreement.
- 3.2 The Supplier shall at once notify Ceteris Ltd in writing of any actual or anticipated delay in completing a Purchase Order and details of any alternative delivery dates proposed. Subject to receipt of such notice Ceteris Ltd may grant in writing a reasonable extension of the period of time stated in the Purchase Order so far as in Ceteris Ltd's reasonable opinion the delay is due to a cause beyond the Suppliers control.
- 3.3 The Supplier shall supply a delivery note with every delivery against a Purchase Order. Every delivery note and all correspondence shall quote Ceteris Ltd's Purchase Order number and the Suppliers name, address and contact telephone number.
- 3.4 The Supplier shall ensure that Goods are delivered to the delivery point specified in the Purchase Order.
- 3.5 An authorised signatory of Ceteris Ltd shall sign for Goods delivered and Services provided. Such a signature shall not constitute Ceteris Ltd's acceptance of the quality or quantity of the Goods delivered or Services provided, whatever may be stated on any delivery note provided by the Supplier.
- 3.6 Ceteris Ltd reserves the right for good and sufficient reason to reject inferior or defective Goods and Services. In such cases Ceteris Ltd shall notify the Supplier in writing of the reasons for rejection and require the Supplier to remove or rectify any such rejected Goods or Services at the Suppliers expense. Rejected Goods shall remain the property of the Supplier at all times. Ceteris Ltd shall be under no obligation to pay for defective Goods and Services.
- 3.7 Acknowledgement of delivery in no way limits the Suppliers liability under the Agreement.
- 3.8 The Supplier shall provide all equipment required for any necessary processing, loading, delivery and offloading of the Goods.
- 3.9 Ceteris Ltd shall provide for use by the Supplier in connection with performance of the Orders such facilities and equipment as are described in the Purchase Order. The Supplier shall be solely responsible for all other equipment, goods and materials necessary for the proper performance of the Purchase Order.

4. Ownership

- 4.1 The Goods shall remain at the Suppliers risk until delivery to Ceteris Ltd (including offloading and stacking as necessary) is complete, when ownership of the Goods shall pass to Ceteris Ltd. Such ownership is to be free from any charge, lien, pledge or encumbrance in favour of the Supplier or any other party.
- 4.2 Copyright, design rights and other forms of Intellectual Property Rights in all drawings, specifications and data supplied by Ceteris Ltd to the Supplier shall remain the exclusive property of Ceteris Ltd. These are to be held by the Supplier in safe custody at its own risk and maintained and kept in good condition until returned to Ceteris Ltd, and not used or disposed of other than in accordance with Ceteris Ltd's written instructions.

5. Quality

- 5.1 Goods are to correspond to the type, quantities, descriptions and any particular requirements contained or referred to in the Purchase Order and be fit for their intended purpose. The Goods shall comply with all applicable standards. The Supplier undertakes in procuring, processing (if necessary), loading, delivering and offloading the Goods to exercise all reasonable skill, care and diligence to be expected of an experienced supplier of such materials.
- 5.2 Services are to be undertaken only by appropriately qualified persons acting with due skill and care.

- 5.3 The sale of the Goods, the supply of the Services and Ceteris Ltd's use of them must not breach any Intellectual Property Rights. The Supplier shall indemnify Ceteris Ltd against any loss in relation to any such breach.
- 5.4 Goods and Services and the Suppliers actions in performing the Agreement shall comply with all relevant legislation.
- 5.5 The Supplier shall keep a complete and up to date record of the Goods and Services supplied in terms of the Agreement and provide this information to Ceteris Ltd within three working days of any such request.
- 5.6 The Supplier shall provide Ceteris Ltd with such information relating to the provision of Services as Ceteris Ltd may reasonably request from time to time and co-operate with Ceteris Ltd in maintaining such service review arrangements as Ceteris Ltd may reasonably require.

6. Defects

- 6.1 The Supplier shall make good by replacement any defects in the Goods and bear any reasonable expenses incurred by Ceteris Ltd as a consequence of such defects including, where necessary, the costs of opening up or dismantling of other works or assemblies to permit such replacement, reassembly and making good after replacement and testing to Ceteris Ltd's reasonable satisfaction. This is subject to Ceteris Ltd taking all reasonable steps to mitigate the amount and cost of such works. Failure by the Supplier to make good any such defect (except any minor defects not affecting the intended use of the Goods) shall entitle Ceteris Ltd to refuse to acknowledge delivery or, if delivery has been acknowledged, to return the defective Goods and in either case receive full reimbursement by the Supplier of any sums paid by Ceteris Ltd in respect thereof.

7. Confidentiality

- 7.1 The Supplier shall maintain the confidentiality of all information supplied by Ceteris Ltd or created in connection with this Agreement and not disclose such information except to enable the Supplier to carry out its obligations under the Agreement. The Suppliers' obligations under this Condition 7 shall survive the termination for whatever reason of the Agreement.
- 7.2 The Supplier shall take appropriate technical and organisational measures to safeguard any personal data supplied to it by Ceteris Ltd, in terms of the Data Protection Act 2018.
- 7.3 The Supplier will only process such personal data in ways necessary for the supply of Goods and Services specified in the Agreement.

8. Health and Safety

- 8.1 The Supplier shall comply with all health and safety legislation and with Ceteris Ltd's health and safety policies and procedures. These policies and procedures can be found here.
- 8.2 The Supplier shall provide to Ceteris Ltd, prior to delivery, full information in respect of any substances to be supplied which are subject to the Control of Substances Hazardous to Health Regulations 2002. Ceteris Ltd shall be under no obligation to make any payment to the Supplier if such information has not been supplied in accordance with these Conditions.

9. Equal Opportunities and Human Rights

- 9.1 The Supplier shall comply with all legislation to prevent unlawful discrimination, including but not limited to the Equality Act 2010.
- 9.2 The Supplier, whether or not a public authority for purposes of the Human Rights Act 1998, shall act in the discharge of its obligations under the Agreement as though a public authority for said purposes.

10. Liability and Indemnity

- 10.1 The Supplier shall indemnify Ceteris Ltd against all direct, indirect and consequential liabilities (all three of which terms include without limitation loss of income, loss of business and depletion of goodwill), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by Ceteris Ltd as a result of or in connection with:
- 10.1.1 defective work, quality and materials; and
- 10.1.2 any claim made against Ceteris Ltd in respect of any liability, loss, damage, injury, cost or expense sustained by Ceteris Ltd's employees or agents or by any customer or other third party to the extent that such relates to or arises from a direct or indirect breach or negligent performance or failure of performance by the Supplier of the terms of the Agreement.
- 10.2 The Supplier:
- 10.2.1 accepts liability for death and personal injury howsoever resulting from the Suppliers negligence;
- 10.2.2 accepts liability for damage to property resulting from the Suppliers negligence where such negligence has arisen in connection with the Suppliers performance in relation to the Agreement including any other activities undertaken by the Supplier for any purpose related to the Agreement; and
- 10.2.3 agrees to indemnify Ceteris Ltd against all liability, loss, damage, costs and expense of whatever nature incurred by Ceteris Ltd or by any third party whether arising from any dispute, contractual, delictual or other claim or proceeding which seeks to recover loss or damage incurred by reason of any death, personal injury or damage to property in relation to the Agreement. Ceteris Ltd shall act reasonably to seek to minimise any such liabilities and costs.
- 10.3 The Supplier undertakes to:
- 10.3.1 maintain, at its own cost, public liability insurance for the amount of £5,000,000 (five million pounds) in respect of any one occurrence or series of occurrences arising out of one event; and
- 10.3.2 maintain, at its own cost, professional indemnity or product liability insurance for the amount of £5,000,000 (five million pounds) in respect of any one occurrence or series of occurrences arising out of one event to ensure that its activities under the Agreement are insured and remain insured under an annual professional indemnity policy for a period of six years from the carrying out of the Purchase Order.
- 10.4 The provisions of this Condition 10 shall survive the termination for any reason of the Agreement.

11. Assignment and Subcontracting

- 11.1 The Supplier shall not assign, subcontract or in any other manner make over to any third party the Suppliers rights and obligations under the Agreement or any part thereof without Ceteris Ltd's prior written consent. Such consent if given shall not relieve the Supplier from any liability or obligation and in such case (other than assignment) the Supplier shall remain responsible for the acts and omissions of any such third party.

12. Force Majeure

- 12.1 If the Supplier is delayed or prevented from performing its obligations under the Agreement by circumstances beyond the control of either party (including without limitation any form of government intervention, strikes and lockouts or breakdown of plant), it shall notify Ceteris Ltd of this at once. In such a case the Suppliers obligations may at the discretion of Ceteris Ltd be suspended, and if the said obligations cannot be completed within a reasonable time after the due date as specified in the Purchase Order the Agreement may be cancelled by Ceteris Ltd. In such a case Ceteris Ltd shall pay to the Supplier such sum as Ceteris Ltd estimates to be appropriate in respect of work performed by the Supplier under

the Purchase Order prior to cancellation but only in respect of work of which Ceteris Ltd has received full benefit as originally intended by the Agreement. The Parties will act fairly and reasonably in their implementation of this clause.

13. Termination

- 13.1 CETERIS LTD may at any time by giving notice in writing to the Supplier terminate the Agreement if the Supplier becomes insolvent, makes a composition or arrangement with its creditors, makes a proposal for a voluntary arrangement for a composition of debts or a scheme of arrangement to be approved, has an application made for the appointment of an administrator, has a winding up order made, has (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed, has a provisional liquidator, receiver or manager of its business or undertaking duly appointed, has an administrative receiver appointed or has possession taken by or on behalf of the holders of any debenture secured by a floating charge.
- 13.2 Without prejudice to Ceteris Ltd's other rights and remedies, Ceteris Ltd may at its sole discretion terminate the Agreement at any time by giving 30 days' notice in writing to the Supplier and may terminate the agreement with immediate effect by notice in writing to the Supplier if the Supplier:
- 13.2.1 is in material breach of any of its obligations under these Conditions and that breach cannot be remedied;
or
- 13.2.2 is in material breach of an obligation under these Conditions which can be remedied, but the Supplier fails to do so within ten working days of being given notice of such breach; or
- 13.2.3 Commits more than one breach of any of its obligations under these Conditions, the cumulative effect of such breaches being such that Ceteris Ltd believes that the Supplier would continue to deliver an unsatisfactory performance over the one month period immediately after such breach.
- 13.3 Termination of the Agreement shall not prejudice or affect any right or remedy which has accrued or shall accrue to Ceteris Ltd.
- 13.4 If Ceteris Ltd terminates the appointment of the Supplier under this Condition 13 Ceteris Ltd shall be under no obligation to make further or additional payments to the Supplier nor shall Ceteris Ltd be liable to the Supplier for any loss of profits, loss of contracts or other resultant losses or expenses.

14. Enforceability

- 14.1 If any part of these Conditions is held by any competent authority to be unenforceable or invalid in whole or in part, this shall not affect the validity of the remainder of these Conditions.
- 14.2 No failure to exercise or delay in exercising any right, power or remedy under or in connection with the Agreement shall operate as a waiver thereof. No single or partial exercise of any right, power or remedy shall preclude any further exercise thereof, or of any other right or remedy.
- 14.3 No person who is not a party to the Agreement may enforce its terms.

15. Status

- 15.1 In carrying out this agreement the Supplier shall be acting as principal and not as the agent of Ceteris Ltd. Accordingly:
- 15.1.1 the Supplier shall not say or do anything that might lead any other person to believe that the Supplier is acting as the agent of Ceteris Ltd; and

15.1.2 nothing in the Agreement shall impose any liability on Ceteris Ltd in respect of any liability incurred by the Supplier to any other person. This shall not limit any liability of Ceteris Ltd to the Supplier that may arise from a breach of the Agreement or any negligence by Ceteris Ltd.

16. Entire Agreement

16.1 The Agreement supersedes all prior agreements and undertakings between the Parties and constitutes the entire agreement relating to the Goods and Services.

17. Law and Disputes

17.1 The construction, performance and all other matters arising out of the Agreement shall be governed by the law of Scotland and be subject to the non-exclusive jurisdiction of the Scottish courts.

17.2 The Supplier undertakes to act promptly and constructively to seek to resolve any difficulty or disagreement that may arise relating to these terms and conditions and their implementation. Where any such difficulty or disagreement cannot be resolved to the mutual satisfaction of the Parties, the Supplier shall co-operate with any request by CETERIS LTD to seek recourse to a mutually agreed independent mediator with a view to resolving the difficulty or disagreement.

17.3 The Supplier undertakes to co-operate to enable Ceteris Ltd to address any customer complaint received by Ceteris Ltd where information is required from the Supplier to allow Ceteris Ltd reply fully to the complainant. The Supplier is to supply such information within five working days of being requested by Ceteris Ltd to do so.

18. Definitions

18.1 In these terms and conditions the following expressions have the following meanings unless inconsistent with the context:-

“Agreement” means the agreement between Ceteris Ltd and the Supplier which incorporates these conditions and the requirements set out in the Purchase Order.

“Conditions” means Conditions 1 to 20 set out in this document.

“Goods” means any goods agreed in the Agreement to be bought by CETERIS LTD from the Supplier.

“Ceteris Ltd” means Ceteris (Scotland) Ltd, Alloa Business Centre, Whins Road, Alloa, Scotland, FK10 3SA.

“Intellectual Property Rights” means all intellectual property rights including without limitation patents, service marks, designs, design rights, copyright, inventions, trade secrets, knowhow and confidential information and all applications for protection of any of the same.

“Parties” means Ceteris Ltd and the Supplier.

“Purchase Order” means Ceteris Ltd written (including electronic mail) instructions to the Supplier to supply Goods, Services or Goods and Services incorporating these Conditions.

“Services” means any services, duties and responsibilities to be provided, performed and observed by the Supplier in terms of the Agreement and includes the grant of rights under a licensing agreement of whatever kind.

“Supplier” means the body corporate, firm or individual to which or to whom the Purchase Order is addressed.

18.2 Condition headings do not affect the interpretation of these Conditions.