

Terms and conditions of purchase of Veolia Transport UK Limited whose registered office is at Unit 3 Garrison Street, Bordersley, Birmingham, B8 4BN ("Veolia"),

1. Interpretation

BUYER means Veolia and any associated companies

CONDITIONS means the standard terms and conditions of purchase as set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Supplier.

CONTRACT means the contract for the sale and purchase of the Goods and the provision of the Services

DELIVERY ADDRESS means the address stated on the Order.

GOODS means the goods (including any instalment or any part of them) described in the Order.

ORDER means printed hard copy of an Order from our SAGE system or Emergency Reference Number, which has a prefix of EPO.

PRICE means the price of the Goods and/or the charge for the Services

SUPPLIER means the person so described in the Order

SERVICES means the services (if any) described in the Order

SPECIFICATIONS includes any detailed plans, specifications, drawings, data or other information relating to the Goods or Services

WRITING includes facsimile transmission, e-mail and comparable means of communication

2. Any reference in these Conditions to a statute or a provision of statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended

3. The headings in these Conditions are for convenience only and shall not affect their interpretation

4. Basis of Purchase

4.1. The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to these Conditions.

4.2. These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Supplier.

4.3. The Order will lapse unless accepted by the Supplier within 14 days of its date –

4.4. No Variation to the Order or these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Supplier.

5. Specifications and confidentiality

5.1. The quantity quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order or agreed in writing by the Buyer

5.2. Any specification supplied by the Buyer to the Supplier, or specifically produced by the Supplier for the Buyer, in connection with the Contract, together with the copyright, design rights or any other intellectual property rights in the specification, shall be the exclusive property of the Buyer. The Supplier shall not disclose to any third party or use any such specification except to the extent that it is or becomes public knowledge through no fault of the Supplier, or as required for the purpose of the Contract.

5.3. If for any reason the Buyer is not reasonably satisfied that the Goods will comply in

5.4. all respects with the Contract, and the Buyer so informs the Supplier in writing, the Supplier shall take such steps as are necessary to ensure compliance

5.5. The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and any properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

5.6. All information (howsoever provided) provided to the Supplier shall be kept confidential and not be disclosed unless it comes into the public domain through no default of the Supplier.

6. Price

6.1. The Price shall be as stated in the Order and unless otherwise stated, shall be inclusive of VAT.(which shall be paid by the Buyer subject to receipt of a VAT invoice) and inclusive of delivery to the Delivery Address, insurance, and packing of the goods and any duties or levies other than VAT.

6.2. No increase in the Price may be made except with the prior consent in writing of the Buyer

6.3. The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7. Terms of Payment

7.1. The Supplier shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, and each invoice shall quote the Buyer's Order number.

7.2. The Buyer shall pay the Price within 60 days after the receipt by the Buyer of a correctly rendered invoice or, if later, after acceptance of the Goods or Services in question by the Buyer

7.3. The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Supplier

8. Delivery

8.1. The Goods shall be delivered to and the Services shall be performed at the Delivery Address (or as specified in the order) on the date or within the period stated in the Order, in either case during the Buyer's usual business hours.

8.2. Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Order, the Supplier shall give the Buyer reasonable notice of the specified date.

8.3. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract

8.4. A goods receipt note quoting the Buyer's Order Number or the emergency reference number must accompany each delivery of the Goods and must be displayed prominently.

8.5. If the Goods are to be delivered, or the Services are to be performed by instalments the Contract will be treated as a single contract and not several.

8.6. The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract.

8.7. The Buyer shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or, if later within a reasonable time after any defect in the Goods has become apparent

8.8. The Buyer shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

9. Risk and Property

9.1. Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery.

9.2. The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract

9.3. Goods purchased outside of the UK will be delivered CIF to the Delivery Address

10. Warranties and Liability

10.1. The Supplier warrants to the Buyer that the Goods

10.1.1. will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Order is placed

10.1.2. will be free from defects in design, material and workmanship

10.1.3. will correspond with any relevant specification or sample; and

10.1.4. will comply with all statutory requirements and regulations relating to the sale of the Goods

10.2. The Supplier warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances

10.3. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled at its sole option:

10.3.1. to require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 5 working days: or

10.3.2. and in addition to its rights within clause 9.3.1 to treat the Contract as discharged by the Suppliers breach and require the repayment of any part of the Price which has been paid.

10.4. The Supplier shall indemnify the Buyer in full against all costs, liabilities and damages, incurred by the Buyer as a result of or in connection with

10.5. breach of any warranty given by the Supplier in relation to the Good or Services;

10.6. any claim that the importation use or resale of the Goods infringes the intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by the Buyer.

10.7. any liability under the Consumer Protection Act 1987 in respect of the Goods

10.8. Neither the Supplier nor the Buyer shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure is beyond that party's reasonable control.

11. Termination

11.1. The Buyer may cancel the Order in whole or in part by giving notice to the Supplier before delivery or performance. The Buyer shall pay the Supplier a fair and reasonable compensation for work in progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

11.2. The Buyer shall be entitled to terminate the contract without liability by giving notice at any time if:

11.2.1. The Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of solvent amalgamation or reconstruction) or;

11.2.2. An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or

11.2.3. The Supplier ceases, or threatens to cease, to carry on business or

11.2.4. The Buyer reasonably apprehends that any of the events mentioned above are about to occur in relation to the Supplier.

12. General

12.1. The order is personal to the Supplier and the Supplier shall not assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract

12.2. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified for the purpose.

12.3. No waiver by the Buyer of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision

12.4. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.5. The Contract shall be governed by the laws of England, and the Supplier agrees to submit to the non-exclusive jurisdiction of the English Courts.