

1. Application

The Purchaser hereby orders the supply of Goods, Services or Vehicles as specified on their purchase order, subject to these Terms of Purchase, to the exclusion of any other terms and conditions. No terms and conditions endorsed upon, delivered with or referred to in the Suppliers documentation shall apply.

2. Interpretation: In these Terms of Purchase, unless the context otherwise requires:

"Business Day" means any day other than a Saturday, Sunday or bank holiday in England;

"Contract" means the contract for the sale and purchase of the Goods constituted by the Supplier's acceptance of the purchase order in accordance with these Terms of Purchase;

"Delivery Address" means the address stated on the Purchase Order for delivery of the Goods;

"Goods" means the goods and/or materials (including any instalment or any part of them) described in the purchase order;

"Order" means the Purchaser's purchase order;

"Price" means the price of the Goods, Services or Vehicles;

"Purchaser" means Bespoke Traffic and Highway Solutions Ltd (trading as BT-HS), a company registered in England and Wales under number **11334771**, whose registered office address is at Unit B, Ackhurst Road, Common Bank Industrial Estate, Chorley, PR7 1NH;

"Supplier" means the company so described in the purchase order;

"Services" means the services described in the purchase order;

"Specification" includes any plans, drawings, data or other information relating to the Goods, Services or Vehicles; and

"Vehicles" means the vehicle described in the purchase order.

2.1. Unless the context otherwise requires, each reference in these Terms of Purchase to:

2.1.1. "we", "us" and "our" is a reference to the Company and includes our employees and agents;

2.1.2. "you" and "your" is a reference to the Customer;

2.1.3. "writing" and "written" includes emails and faxes;

2.1.4. a statute or a provision of a statute is a reference to that statute or provision as amended or re-enacted at the relevant time;

2.1.5. "these Terms of Purchase" is a reference to these Terms of Purchase as amended or supplemented at the relevant time, including any special terms and conditions agreed in writing between the Purchaser and the Supplier;

2.1.6. a clause is a reference to a clause of these Terms of Purchase; and

2.1.7. a "Party" or the "Parties" refer to the parties to these Terms of Purchase.

2.2. The headings used in these Terms of Purchase are for convenience only and shall have no effect upon their interpretation.

2.3. Words imparting the singular number shall include the plural and vice versa. References to any gender shall include the other gender.

3. Basis of Purchase

3.1. The Order constitutes an offer by the Purchaser to purchase the Goods, Services or Vehicles, subject to these Terms of Purchase.

3.2. The Supplier shall accept the Order placed by the Purchaser and a binding contract for the supply of the Goods, Services or Vehicles subject to these Terms of Purchase, shall exist by whichever is the earlier of: -

3.2.1. The Supplier's acceptance of the Purchase Order, in writing or orally;

3.2.2. or delivery of the Goods.

3.3. Any typographical, clerical or other accidental error or omission in the Order placed by the Purchaser or in any drawings, specifications, instructions or other material supplied by the Purchaser, shall be subject to correction without any liability on the part of the Purchaser.

3.4. No variation to the Contract shall be binding unless agreed in writing between the authorised representatives of the Purchaser and the Supplier.

4. Price

4.1. The Price of the Goods, Services or Vehicles shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of VAT (which shall be payable by the Purchaser subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of any Goods or Vehicles to the Delivery Address, including any duties or levies.

4.2. No increases in Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Purchaser.

4.3. The Purchaser shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase granted by the Supplier, as agreed in the Purchaser's account application, if applicable.

5. Payment

5.1. The Supplier shall be entitled to invoice the Purchaser on or at any time after delivery of the Goods, Services or Vehicles and each invoice shall quote the number of the Order.

5.2. Unless otherwise agreed and stated in the Order, the Purchaser shall pay the Price within **60** days after the end of the month of receipt by the Purchaser of a proper invoice or, if later, after acceptance of the Goods in question by the Purchaser, but time for payment shall not be of the essence of the Contract.

5.3. The Purchaser shall not be responsible for any expenses, charges or price other than those set out in the Purchase Order.

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

5.5. If the Purchaser fails to make any payment on the due date and fail to pay on demand of such payment then the Supplier shall, without prejudice to any right which they may have pursuant to any statutory provision in force from time to time, have the right to suspend the Services, where applicable suspend any permissions granted, where applicable, and charge the Client interest at a rate of **8%** per annum above the Bank of England base rate from time to time in accordance with the Late Payment of Commercial Debts (Interest) Act **1998**. Such interest shall be calculated cumulatively on a daily basis and shall run from day to day and accrue after as well as before any judgment.

6. Specification

6.1. The quantity, quality and description of the Goods, Services or Vehicles shall be as specified in the Order and/or in any applicable Specification supplied by the Supplier to the Purchaser or agreed in writing by the Supplier.

6.2. Any Specification supplied by the Supplier to the Purchaser, or specifically produced by the Supplier for the Purchaser, 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 Supplier. The Purchaser 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.

The following applies for the purchase of Goods;

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

6.4. The Supplier shall not unreasonably refuse to take any steps necessary to comply with any request by the Purchaser to inspect or test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and agrees to provide the Purchaser with any facilities reasonably required by the Purchaser for inspection or testing.

6.5. If as a result of inspection or testing the Purchaser is not satisfied that the Goods will comply in all respects with the Contract, and the Purchaser so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

6.6. The Supplier shall comply with all current applicable regulations or other legal requirements, as at the date of shipping, concerning the manufacture, packaging, packing and delivery of the Goods. This includes, but is not limited to, ensuring all Goods are CE approved and correctly marked.

The following applied for the Purchase of Services;

6.7. The Services shall be performed with all due skill in a good workmanlike manner and in line with industry best practice.

6.8. The Services shall be performed by personnel that possess the qualifications, professional competence and relevant experience.

6.9. The Services must be of satisfactory quality, fit for purpose and as described. If any Services do not comply, you must put right within 7 days

6.10. If the problem cannot be fixed, or if it has not been (or cannot be) fixed within a reasonable time and without significant inconvenience to the Purchaser, the Purchaser will be entitled to a full or partial refund. Any refunds due under this clause **6** will be issued within **14** calendar days of

the day on which it is agreed that a refund is due, using the same payment method that was used when purchasing the Services.

- 6.11. The Supplier shall provide the Purchase with such progress reports, evidence or other information concerning the Services as may be requested from time to time.

7. Delivery of Goods and Vehicles

- 7.1. The Goods or Vehicle shall be delivered to the Delivery Address on the date or within the period stated in the Order.
- 7.2. Where it is agreed in writing that the date of delivery of the Goods or Vehicle is to be specified by the Supplier after the placing of the Order, the Supplier shall give the Purchaser reasonable notice in writing of the specified date.
- 7.3. The time of delivery is of the essence of the Contract.
- 7.4. A packing note clearly quoting the number of the Order will accompany each delivery or consignment of the Goods or Vehicle.
- 7.5. If any Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
- 7.6. The Purchaser shall be entitled to reject any Goods or Vehicle delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods or Vehicle provided the Purchaser has notified the Supplier of their rejection within 3 Business Days after their delivery.
- 7.7. The Supplier shall supply the Purchaser in good time with any instructions or other information to enable the Purchaser to accept the delivery.
- 7.8. The Purchaser shall not be obliged to return to the Supplier any packaging materials where applicable, whether or not any Goods are accepted by the Purchaser. The Purchaser shall also have the right to reject the Goods or Vehicle for 28 days after any latent defect in the Goods has become apparent.

8. Warranty

- 8.1. Where the Supplier is not the manufacturer of the Goods or Vehicle, the Supplier shall transfer to the Purchaser the benefit of any warranty or guarantee given to the Supplier.
- 8.2. The Supplier warrants that (subject to the other provisions of these Terms of Purchase) upon delivery and for a period of 2 years from the date of delivery the Goods or Vehicle shall be free from any material defect and shall conform with any agreed Specification and in the event of such a defect becoming apparent, agrees to repair or replace the Goods or Vehicle, or at the Purchaser's option, refund the Price paid as soon as reasonably possible.
- 8.3. In the event the Supplier fails or refuses to comply with the provisions of clause 8.2, the Purchaser shall be entitled to:
- 8.3.1. refuse to accept any further deliveries of Goods or Vehicles;
- 8.3.2. carry out at the Supplier's expense any work necessary to make the Goods or Vehicle comply with the Contract; and
- 8.3.3. claim such damages as may have been sustained in consequence of the Supplier's breach or breaches of the Contract.
- 8.4. The Supplier shall not be liable for a breach of any of the warranties in condition 8.2 above:
- 8.4.1. unless the Purchaser gives written notice to the Supplier of any defect even if the defect is as a result of damage in transit by the carrier and the Supplier is given a reasonable opportunity after receiving the notice of examining such Goods or Vehicle and the Purchaser (if asked to do so by the Supplier) returns such Goods or Vehicle to the Supplier's place of business at the Suppliers cost for the examination to take place there; or
- 8.4.2. if the defect arises because the Purchaser failed to follow the Supplier's oral or written instructions as to the storage, use or maintenance of the Goods or Vehicle or (if there are none) good trade practice.

9. Risk and Title

- 9.1. Risk of damage to or loss of the Goods or Vehicle shall pass to the Purchaser upon delivery to the Purchaser in accordance with the Contract.
- 9.2. Title in the Goods or Vehicle shall pass to the Purchaser upon delivery, unless payment has been agreed to be made prior to delivery, when it shall pass to the Purchaser once payment has been made.

10. Indemnity

- 10.1. The Supplier shall indemnify the Purchaser as a result of or in connection with:-
- 10.1.1. breach of any warranty given by the Supplier in relation to the Goods, Services or Vehicle;

- 10.1.2. any claim that the Goods, Services or Vehicle infringe, or that their importation, use or resale, infringes, the patent, copyright trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Purchaser;
- 10.1.3. any act or omission of the Supplier or its employees, agents or sub-contractors in supplying or delivering the Goods, Services or Vehicle.
- 10.1.4. all claims by the customers of the Purchaser (and their sub-Purchasers) arising out of any breach whatsoever by the Supplier of this Contract.

11. Termination

- 11.1. The Purchaser shall be entitled to cancel the Contract without liability to the Supplier by giving notice in writing to the Supplier at any time prior to delivery.
- 11.2. The Purchaser shall be entitled to terminate the Contract without liability by giving notice to the Supplier at any time if:-
- 11.2.1. the Supplier commits any material breach any of the terms of this Contract and/or these Terms of Purchase;
- 11.2.2. 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 amalgamation or reconstruction); or
- 11.2.3. an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or
- 11.2.4. the Supplier ceases or threatens to cease, to carry on business; or
- 11.2.5. the Purchaser reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

12. Force Majeure

- 12.1. In the event that either party is prevented from fulfilling its obligations under this Agreement by reason of any event beyond its reasonable control including, but not limited to, war, national emergency, flood, earthquake, strike or lockout, that party shall not be deemed to be in breach of its obligations under this Agreement. The party shall immediately give notice of this to the other party and must take all reasonable steps to resume performance of its obligations.

13. Communications

- 13.1. All communications between the parties regarding the Contract shall be in writing and delivered by hand or sent by pre-paid first class post or by fax or email to the registered office or principal place of business or such other address as may have been notified to the other party.
- 13.2. Communications shall be deemed to have been received:
- 13.2.1. if sent by pre-paid first class post, two Business Days after posting;
- 13.2.2. if delivered by hand, on the day of delivery; or
- 13.2.3. if sent by fax or email on a Business Day prior to 4pm, at the time of transmission and otherwise, on the next Business Day.

14. Assignment

- 14.1. Neither Party may assign the contract or any part of it to any person, firm or company without the prior written consent of the other Party.

15. Non-Solicitation

- 15.1. Neither Party shall, throughout the term of the Contract and for a period of 1 year after its termination or expiry, solicit, entice away, employ or contract the services of any person who is or was employed or otherwise engaged by the other Party at any time in relation to this Agreement without the express written consent of that Party.

16. Waiver

- 16.1. No failure or delay by either Party in exercising any of their rights under these Terms of Purchase means that Party has waived that right, and no waiver by either Party of a breach of any provision of these Terms of Purchase means that that Party will waive any subsequent breach of the same or any other provision.

17. Severance

- 17.1. If any of the provisions of these Terms of Purchase are found to be unlawful, invalid or otherwise unenforceable by any court or other authority, that / those

provision(s) shall be deemed severed from the remainder of these Terms of Purchase. The remainder of these Terms of Purchase shall be valid and enforceable.

18. Third Party Rights

A person who is not a party to the Contract shall have no rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

19. Governing Law and Jurisdiction

The Contract shall be governed by the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English and Welsh courts.