

SHEFFIELD WEDNESDAY FOOTBALL CLUB STANDARD TERMS & CONDITIONS OF PURCHASE

In these terms & conditions, the Purchaser is the ordering company whose name appears on the Order, & the Supplier is the Company to whom the Order is addressed.

- 1) **Acceptance:** The Order shall not be binding upon the Purchaser until accepted by the Supplier by return of the Order acknowledgement. The Purchaser reserves the right to reject any acceptance which is received by the Purchaser more than fourteen working days after the date of the Order. Other terms & conditions shall only apply where expressly agreed in writing by the Purchaser.
- 2) **Authority:** The Purchaser shall not be liable for any order, order amendment or instructions to proceed unless & until duly authorised & confirmed on the Purchaser's official printed order form.
- 3) **Prices:** Unless specifically agreed otherwise all prices shall be fixed firm & not subject to any form of surcharge, carriage charge or other variation (except for VAT at the prevailing rate)
- 4) **Delivery:** Any time or period for delivery, despatch or completion shall be of the essence. The Purchaser shall be entitled to cancel the order &/or claim reimbursement for all losses & expenses suffered in the event:- a)The supplier fails to deliver goods or provide services in accordance with the terms of the order or b)The supplier fails to make progress with the order so as to jeopardise the purpose of the order. The supplier undertakes to notify the Purchase in writing without delay of any change in circumstances which may delay delivery.
- 5) **Sub-Contracting & Assigning:** None of the work covered by the order shall be sub-contracted without the prior permission of the Purchaser except as is customary in the trade. The Supplier shall remain responsible for the performance of the Order, & shall not assign the Order or his right to payment hereunder
- 6) **New materials:** Unless specifically agreed otherwise all materials supplied under the Order are to be new
- 7) **Inspection:** The Purchaser's inspector/representative shall be entitled to witness the inspection or testing of the goods or work which is the subject matter of the Order at any reasonable time at the Supplier's works or at the works of any of the Suppliers' sub-contractors. If required by the Purchaser the Supplier shall give the Purchaser adequate notice of the tests to enable the Purchaser to attend. Reasonable facilities shall be provided at the Suppliers' expense for the inspector or representative. The Supplier shall provide the Purchaser with such certificates as the Purchase may require. Such inspection shall not relieve the supplier of any liability nor does it imply acceptance of the goods or work which are the subject matter of the order.
- 8) **Packing, delivery & marking:** All goods supplied against the Order must be adequately protected against damage & deterioration in transit, & delivered to the Purchasers address as shown on the Purchase Order, carriage paid or as otherwise notified in writing to the supplier. The goods shall be at the Suppliers' risk until delivered to the Purchaser at the point specified in the Order unless the Purchaser otherwise agrees in writing. Unless otherwise provided in the Order all containers & packing materials supplied by the Supplier shall be considered non-returnable & their costs shall be included in the price. Where the Purchaser receives the goods as unexamined the Purchasers' right subsequently to inspect the goods & reject them if they do not comply with the specification or claim for shortage shall not be prejudiced. When goods are rejected they will be returned at the Suppliers' risk & expense.
- 9) **Passing of Property & Title:** Property & title in the subject matter of the Order shall pass to the Purchaser no later than the time of delivery & this shall not prejudice either the Purchasers' right to reject for non-conformity within specification (or any other rights the Purchaser may have under the Order).
- 10) **Payment:** Inattention to the following details may mean delay in payment but no prompt payment discount shall be forfeited by the Purchaser on account of the Sellers' failure: a) To clearly mark the purchase order number on packing/advice/delivery notes which are sent with the goods & also on the respective invoices for the goods supplied b) To provide any label, certificate or other document required under the Order. All payments shall be without prejudice to the Purchasers' rights should the goods, materials or services prove unsatisfactory or not in accordance with the Purchasers' Order or instructions.
- 11) **Suspension:** In the event of any interruption of the Purchasers' business due to circumstances beyond the Purchasers' control such as but not limited to any industrial dispute, fire, explosion or accident which would prevent or hinder the use of the goods or work which is the subject of the Order, the Purchaser shall have the right to suspend the Order until such circumstances have ceased.
- 12) **Confidentiality & Publicity:** The Supplier shall treat all information provided by the Purchaser as confidential & use such information only for the purpose of performing the Order. Where drawings, artwork, photographs or other data are issued, the Supplier shall exercise proper custody & control & return/dispose of such in accordance with the Purchasers' instructions.
- 13) **Patent & Other Rights:** Where development forms part of the Order the ownership of any intellectual property rights including but not limited to any patents, registered designs, unregistered design rights & copyright arising from such development shall be transferred to the Purchaser & the Supplier shall co-operate in any measure necessary to make such transfer effective as soon as any such right arises.
- 14) **Intellectual Property Indemnity:** The Supplier shall keep the Purchaser indemnified in respect of any claim of infringement of intellectual property rights by the use or sale of any goods supplied under the Order & against all costs & damages for which the Purchaser may become liable or may incur in any action for such infringement.
- 15) **Software:** Where software is required to be supplied hereunder, the Seller warrants that the Purchaser has been provided with any conditions of use or licence terms relating to such software prior to the date of the Order. In the event that any such conditions or licence terms have not been provided the Supplier agrees to waive their application. The Supplier warrants that the Supplier is the owner of the Copyright or other intellectual property in such software to be supplied or has a valid licence from the owner of the copyright or intellectual property to sell or sub-licence the software to the Purchaser.
- 16) **Defective Materials/Workmanship:** Without prejudice to all of the Purchasers' rights & remedies at law, the Supplier will repair at the Purchasers' request or replace any defective item(s) free of charge. The Supplier shall keep the Purchaser indemnified in respect of all loss &/or expense which results during proper use directly or indirectly in whole or in part from defective materials, goods, workmanship or design supplied by the Supplier. The Supplier shall also keep the Purchaser indemnified against any damage to the Purchasers' property (including any materials, tools, or patterns sent to the Supplier for any purpose) & against any claims for loss or injury to any person or death of any person or to the property of any person to the extent caused by the Suppliers' negligence or any act or omission on the part of any Suppliers' employees, sub-contractors or agents arising out of the performance of the Order.
- 17) **Health & Safety at Work Act, 1974:** In accordance with the requirements of the Health & Safety at Work Act, 1974 & any re-enactment or amendment thereof, any safety precautions for the handling of the material covered by the Order are to be clearly indicated on each consignment, & the relevant COSHH data is to be enclosed.
- 18) **Insolvency:** The Purchase shall be entitled at any time by notice in writing to terminate this contract without compensation to the Supplier in respect of the terminated portion in the event that: the Supplier becomes insolvent or the Supplier makes any composition or arrangement with their creditors, or a) any petition is presented for the Suppliers' winding-up, or b) the Supplier passes any resolution for the Suppliers' winding-up.
- 19) **Special Conditions:** Where any other special condition is incorporated by reference in the Order such special condition shall apply
- 20) **Waiver:** Any concession or indulgence made by the Purchaser shall not be considered as a waiver of the Purchasers' rights under the Order unless specifically authorised in writing on the Purchaser's order form.
- 21) **Law:** The construction, validity & performance of the Order shall be governed by the law of England & subject to the exclusive jurisdiction of the English Courts.