

Policy SGP-002 · Revision 3 · 03/11/2021 · Governed by the laws of England and Wales

These Conditions govern all purchases of goods and services by Stuga Machinery Limited (company registration number 05744259) or Stuga Machinery LLP (company registration number OC344221), both of Edison Way, Great Yarmouth, NR31 0NG.

1 — Interpretation

1.1	Buyer	Stuga Machinery Limited (05744259) or Stuga Machinery LLP (OC344221), both of Edison Way, Great Yarmouth, NR31 0NG.
1.2	Business Day	Monday to Friday except days that are public holidays in England and Wales.
1.3	Contract	These Conditions and any special terms agreed in writing between the Buyer and the Seller, and all specifications, patterns, samples, plans, drawings and other documents incorporated or referred to therein.
1.4	Contract Price	The price payable to the Seller by the Buyer for the Goods and/or the charge for the Services under the Contract for the full and proper performance by the Seller of its part of the Contract.
1.5	Delivery Address	The address stated on the Order.
1.6	Delivery Date	The date specified in the Order, or, if none is specified, within 10 days of the date of the Order.
1.7	Goods	All goods (including instalments), materials or articles as described in the Order that the Seller is required to supply under the Contract.
1.8	Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill, rights in designs, rights in computer software, database rights, rights to protect confidential information, and all other intellectual property rights, whether registered or unregistered, in any part of the world.
1.9	Order	The Buyer's purchase order for Goods and/or Services to which these Conditions are annexed.
1.10	Seller	The person described on the Order who undertakes to supply the Goods to the Buyer as provided for in the Contract.
1.11	Services	The Services described in the Order including all activities, functions, associated goods and parts that the Seller is required to carry out or supply under the Contract.
1.12	Specification	The quantity, quality and description and any other specification for the Goods and Services, including any related plans and drawings, agreed in writing by the Buyer and the Seller.

2 — Basis of Contract and Variation of Conditions

2.1	Sole Conditions	The Goods and Services shall be supplied solely in accordance with these Conditions. No variation shall be valid unless agreed in writing between the Buyer and the Seller.
2.2	Exclusion of Other Terms	These Conditions apply to the Contract to the exclusion of any other terms that the Seller seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
2.3	Order as Offer	The Order constitutes an offer by the Buyer to purchase the Goods and Services in accordance with these Conditions.
2.4	Acceptance	The Order shall be deemed accepted on the earlier of: (a) the Seller issuing a written acceptance by way of a sales order acknowledgement; or (b) the Seller doing any act consistent with fulfilling the Order, at which point the Contract shall come into existence.

3 — Specification

3.1	Specification in Order	The Specification shall be set out in the Order.
3.2	Intellectual Property	All IPR in any specifications supplied by the Buyer to the Seller, or specifically produced by the Seller for the Buyer, shall be the exclusive property of the Buyer. The Seller assigns all such rights to the Buyer for no further consideration, subject only to payment of the Contract Price.
3.3	Confidentiality	The Seller shall not disclose or use the Specification, except where it is public knowledge through no fault of the Seller, or as required for the purpose of the Contract.
3.4	Licences and Permits	The Seller shall ensure it has and maintains all licences, permissions, authorisations, consents and permits required to carry out its obligations under the Contract.
3.5	Regulatory Compliance	The Seller shall comply with all applicable regulations concerning the manufacture, packaging, packing and delivery of the Goods. The Buyer may require the Seller to demonstrate CE marking and may request a copy of the EC Declaration of Conformity.
3.6	Inspection and Testing	The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage. Inspection or testing shall not reduce the Seller's obligations under the Contract.
3.7	Remedial Action	If, following inspection, the Buyer is not satisfied that the Goods will comply with the Contract and so informs the Seller within 7 days, the Seller shall take all steps necessary to ensure compliance.
3.8	Marking and Packaging	The Goods shall be marked in accordance with the Buyer's instructions and applicable regulations, and properly packed and secured to reach their destination in an undamaged condition.
3.9	Quality and Standards	Unless otherwise specified, all Goods shall be new, of the qualities and kinds described, and equal in all respects to the descriptions, specifications, patterns and samples relevant to the Contract, in strict compliance with the latest relevant British or equivalent EU standards.
3.10	Part Numbering	All goods shall be clearly marked or labelled with the Buyer part number, preferably on packaging to avoid contamination.

4 — Containers and Pallets

4 The Seller shall collect without charge any reusable container within 21 days of delivery. Empty containers not removed within 21 days may be returned by the Buyer at the Seller's expense, or disposed of at the Buyer's discretion.

5 — Forms

5.1	Sales Order Acknowledgement	The Seller shall provide, within 3 Business Days of an Order, a sales order acknowledgement clearly displaying the Buyer's Order number, the Goods ordered (including the Specification), the agreed Delivery Date, and the agreed Contract Price.
5.2	Failure to Acknowledge	Failure to provide a sales order acknowledgement within the specified period will result in the Order detail becoming final. The Buyer will not accept further amendment to the Specification or terms of the Order.

6 — Delivery

6.1	Seller Obligations	The Seller shall ensure that: (a) the Goods are properly packed and secured; (b) each delivery is accompanied by a delivery note showing Order date, Order number, type and quantity of Goods, special storage instructions, and outstanding balance where delivery is by instalments; and (c) any requirement to return packaging is clearly stated on the delivery note.
6.2	Delivery Requirements	The Seller shall deliver the Goods: (a) on the Delivery Date or up to 7 days prior; (b) at the Delivery Address; and (c) during the Buyer's normal business hours or as instructed.
6.3	Completion	Delivery of the Goods shall be completed on the completion of unloading at the Delivery Address.
6.4	Early Delivery	Attempted delivery more than 7 days before the Delivery Date may be rejected by the Buyer unless agreed in writing beforehand.
6.5	Notification	Where the date of delivery is to be specified after placement of the Order, the Seller shall notify the Buyer within 3 Business Days of the confirmed Delivery Date.
6.6	Time of the Essence	Time of delivery and performance of Services is of the essence of the Contract. The Seller shall be liable to reimburse the Buyer for any losses incurred as a result of late delivery.
6.7	Instalment Deliveries	If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable.
6.8	Right to Reject	The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery.
6.9	Delivery Information	The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery.
6.10	Packing Materials	The Buyer shall not be obliged to return to the Seller any packing or packing materials whether or not any Goods are accepted.
6.11	Additional Rights	The Buyer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

7 — Property and Risk

- 7.1 Transit Loss and Damage** The Seller agrees to repair or replace free of charge Goods lost or damaged in transit, provided such loss or damage is advised to the Seller as soon as the problem becomes known or as soon as reasonably possible.
- 7.2 Title and Risk** Title and risk in the Goods shall pass to the Buyer on completion of delivery in accordance with the Contract.
- 7.3 Buyer's Materials** Where the Buyer issues goods, materials, tools and/or equipment to the Seller, the Seller shall maintain and store these at its own expense in good condition. If such items are lost, damaged or rendered unusable while in the Seller's possession, the Buyer reserves the right to require replacement or full reimbursement.

8 — Rejection of Goods and Services

- 8.1 Grounds for Rejection** The Goods and Services shall be inspected within a reasonable time after delivery or performance and may be rejected if found to be defective, inferior in quality, or differing in form or material from the Contract requirements, or if they do not comply with any term of the Contract.
- 8.2 Notification of Defects** The Buyer shall notify the Seller of any defect within a reasonable period of its discovery and shall give the Seller all reasonable opportunity to investigate and put right the defect.
- 8.3 Transit Damage** The Buyer shall notify the Seller of any shortage or damage caused in transit found on delivery within 14 days of delivery.
- 8.4 Sampling** The whole of any consignment may be rejected if a reasonable sample taken indiscriminately is found not to conform in every material respect to the requirements of the Contract.
- 8.5 Persistence of Right to Reject** The Buyer's right of rejection shall continue irrespective of whether the Goods have been signed for and accepted. The right of rejection shall cease within a reasonable time from the date on which the Buyer discovers a latent defect or other relevant breach of Contract.
- 8.6 Removal of Rejected Goods** Rejected Goods shall be removed by the Seller at its own expense within 14 days of notification. If not removed, the Buyer may return the Goods at the Seller's risk and expense.

9 — Force Majeure

- 9.1 Exclusion of Liability** Neither party shall be liable to the other for any failure to perform its obligations under the Contract where such performance is rendered impossible by circumstances beyond their control, including without limitation strikes, lock-outs, industrial disputes, failure of power supplies, riots, civil disturbances, war or warlike activity, fire, explosion, flood or natural causes.
- 9.2 Best Endeavours** Nothing shall limit the obligations of the Seller to use its best endeavours to fulfil its obligations under the Contract.

10 — Price and Payment

- 10.1 Contract Price** The price of the Goods and Services shall be as stated in the Order and, unless otherwise stated, shall be: (a) exclusive of applicable VAT (which shall be payable by the Buyer subject to a VAT invoice); (b) inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery to the Delivery Address and any duties or levies other than VAT; and (c) not subject to increase without the prior written consent of the Buyer.
- 10.2 Discounts** The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller.
- 10.3 Payment Amount** The Buyer will pay the price stated on the Order plus applicable VAT.
- 10.4 Invoicing Requirements** All invoices must be raised in arrears following completion of delivery and shall include the date of the Order, the invoice number, the Buyer's Order number, the Seller's VAT registration number, and any supporting documents reasonably required by the Buyer.
- 10.5 Payment Method** The Buyer's preferred method of payment is via BACS into the Seller's nominated bank account.
- 10.6 Royalties and Licence Fees** The Contract Price shall include all royalties, licence fees or similar expenses in respect of the making, use or exercise by the Seller of any invention or design for the purpose of performing the Contract.

11 — Assignment and Sub-contracting

- 11.1 No Assignment Without Consent** Neither party shall assign the whole or any part of the Contract. The Seller shall not sub-contract the production or supply of any Goods without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.
- 11.2 Sub-contractor Liability** Any act or omission of a sub-contractor of the Seller shall, for the purposes of the Contract, be deemed to be the act or omission of the Seller, and the Seller shall be liable to the Buyer accordingly.

12 — Warranties, Liability and Insurance

- 12.1 Goods Warranties** The Seller warrants to the Buyer that the Goods: (a) correspond with their description and any applicable Specification or sample; (b) are of satisfactory quality within the meaning of the Sale of Goods Act 1979 (as amended) and fit for any purpose made known to the Seller; (c) will be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and (d) will comply with all applicable statutory and regulatory requirements.
- 12.2 Services Warranty** The Seller warrants that Services shall be performed by appropriately qualified and trained personnel, with due care and diligence, and to a high standard of quality.
- 12.3 Remedies for Non-Conformance** Without prejudice to any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract, the Buyer shall be entitled to: (a) require the Seller to repair the Goods or supply replacement Goods or Services within 5 Business Days; or (b) at the Buyer's sole option, treat the Contract as discharged and require repayment of any part of the Price already paid.
- 12.4 Indemnity** The Seller shall indemnify the Buyer in full against all liability, loss, damage, costs, claims and expenses arising from: (a) breach of any warranty given by the Seller; (b) any claim that the Goods infringe Intellectual Property Rights of any other person; (c) any liability under the Consumer Protection Act 1987; (d) any act or omission of the Seller or its employees, agents or sub-contractors; and (e) any third-party claim for death, personal injury or property damage arising from defects in the Goods.
- 12.5 Insurance** During the term of the Contract and for 10 years thereafter, the Seller shall maintain in force with a reputable insurer: professional indemnity insurance, product liability insurance and public liability insurance.
- 12.6 Survival** Clause 12 shall survive termination of the Contract.

13 — Confidentiality

- 13.1 Confidentiality Obligation** The Seller, the Buyer, their employees and agents shall at all times keep confidential all information acquired in connection with the Contract, save where disclosure is required by law or the information is already in the public domain.
- 13.2 Benchmarking** The Buyer is authorised to disclose confidential information to persons notified to the Seller from time to time, to the extent only as is necessary for the purposes of benchmarking.
- 13.3 Survival** Clause 13 shall survive termination of the Contract.

14 — Termination

- 14.1 Immediate Termination by Buyer** The Buyer may terminate the Contract immediately by giving notice to the Seller, without compensation to the Seller, if: (a) the Seller being an individual becomes bankrupt or has a receiving order made against them; (b) the Seller being a company passes a resolution or has a court order for winding up; (c) the Seller is in breach of any Condition and fails to remedy the breach within 30 days of a written request; or (d) the Seller does anything which in the Buyer's reasonable opinion brings the Buyer's reputation into disrepute.
- 14.2 Return of Buyer's Materials** On termination or expiry, the Seller shall immediately return all Buyer's Materials.
- 14.3 Accrued Rights** Termination or expiry shall not affect any rights and remedies that have accrued, including the right to claim damages for any breach existing at or before the date of termination or expiry.
- 14.4 Survival of Provisions** Any provision intended by its nature to continue after termination shall remain in full force and effect.

15 — Publicity

15 The Seller shall not advertise or publicly announce that it is supplying goods or undertaking work for the Buyer without the prior written consent of the Buyer, such consent not to be unreasonably withheld or delayed.

16 — Law and Jurisdiction

- 16.1 Governing Law** The Contract, and any dispute or claim arising out of or in connection with it, shall be governed by and construed in accordance with the law of England and Wales.
- 16.2 Jurisdiction** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract.

17 — Communications and Notices

- 17.1 Form of Notice** Any notice or other communication given under or in connection with the Contract shall be in writing and shall be: (a) delivered by hand or by pre-paid first-class post; or (b) sent by email to the address specified in the Order or sales order acknowledgement.
- 17.2 Deemed Receipt** A notice shall be deemed received: (a) if delivered by hand, at the time of delivery; (b) if sent by first-class post, at 09:00 on the second Business Day after posting; or (c) if sent by email, at the time of transmission, or when business hours next resume if sent outside business hours.
- 17.3 Legal Proceedings** This clause does not apply to the service of any proceedings or other documents in any legal action.
- 17.4 Language** All written and oral communications, all documents, and the labelling and marking of all packages shall be in English.

18 — Sales Information

18 The Seller shall keep at its normal place of business accurate and up-to-date records of the amounts and value of Goods and/or Services sold to the Buyer under the Contract. These records will be made available to the Buyer upon request.

19 — Computer Equipment

- 19.1 Compliance Condition** It is a condition of this Contract that all computer hardware, systems, plant and equipment containing embedded chips and processors employed in connection with the supply of Goods and/or Services is and will be capable of continuing to supply the Goods and/or Services without any delay or interruption.
- 19.2 Not Force Majeure** Any failure by or delay in the Seller fulfilling its obligations by reason of computer programs, hardware, systems, plant and equipment containing embedded chips and processors shall not constitute an event of Force Majeure.
- 19.3 Indemnity** The Seller indemnifies the Buyer against all actions, claims, demands, losses, liabilities, damage, costs and expenses arising from any breach of clause 19.

20 — Data Protection

- 20.1 Data Protection Obligations** The Seller must protect personal data in accordance with all applicable data protection laws and shall ensure compliance with the Buyer's security arrangements. If required to access or process personal data held by the Buyer, the Seller shall keep all such data secure and shall only process it in accordance with instructions received from the Buyer.
- 20.2 Data Indemnity** The Seller shall indemnify the Buyer against all claims, proceedings, liability, loss, costs and expenses arising from any loss, damage or distress caused to any person as a result of the Seller's unauthorised or unlawful processing, or the destruction or damage of any personal data held by the Seller, its employees or agents.

21 — Mediation

21 If any dispute arises out of these Conditions, the parties will use all reasonable endeavours to resolve it by negotiation. If negotiations fail, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Mediation shall commence within 28 days of the Mediation Notice. Neither party will commence legal proceedings against the other until 30 days after such mediation has failed to resolve the dispute.

22 — Third Party Rights

22 The Contract is intended and agreed solely for the benefit of the Buyer and the Seller. No third party shall acquire any benefit, claim or right of any kind pursuant to, under, by or through this Contract.

23 — Severance

23 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Contract.

24 — Entire Agreement

24 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.