

Purchase Order Terms and Conditions for Goods or Services

- or waived his terms and conditions and acceptance by AgPlus of the Suppliers Terms and Conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by AgPlus.
- I. Definitions
 - a) "AgPlus" shall mean AgPlus Diagnostics Limited incorporated in England under number 06994240 having its registered office at 66 Lincoln's Inn Fields, London EC2A 3LH
 - b) "Agreement" means the legally binding agreement between the parties consisting of these general purchase Terms and conditions and any other terms agreed in writing between the parties from time to time
 - c) "Business Day"- means any day other than a Saturday, Sunday or public holiday.
 - d) "Charges/ Price"- means the charges/ price payable by AgPlus for the supply of goods or services
 - e) "Commencement Date"- shall be defined by supplier providing order acknowledgement/ acceptance
 - f) "Contract"- shall mean agreement between AgPlus and the supplier/ contractor, for the supply of the required products and/or services including the general conditions of purchase, any special conditions of contract and all specifications, plans drawings and other documents that are relevant to the said supply and or performance.
 - g) "Deliverables"- means all documents, products or services developed by the supplier or its agents or contractors and employees as part of or in relation to the product or services in any form of media, including drawings, maps, plans, diagrams, designs, pictures, computer programmes, software, data specifications and reports
 - h) "Contract price"- shall be the price (exclusive of Value Added Tax) payable to the supplier by AgPlus under the contract for the product or services defined.
 - i) "Intellectual Property Rights" means patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
 - j) "Goods" means the total of all or part of the products to be supplied under the purchase order as per the time, place, and price specified in the Purchase order
 - k) "Premises" means the premises where the goods and or services are being delivered, supplied or performed
 - l) "Purchase Order" means AgPlus' order for the supply of products or services set out in AgPlus' purchase order form or in AgPlus' written acceptance of the Supplier's quotation.
 - m) "Services" means the provision of obligations as detailed and defined in the purchase order
 - n) "Specification" means the description or specification for the product or services agreed in writing by AgPlus and the Supplier
 - o) "Supplier" means the company or entity from whom AgPlus purchases the product or services
 1. Status of the terms and conditions
 - 1.1. Acceptance of a purchase order issued by AgPlus constitutes acceptance of these terms and conditions
 - 1.2. If a contract reference is contained in the Purchase Order and/ or the supplier has entered into a contract with AgPlus to which the Purchase order applies, then the terms and conditions will apply to the purchase order. In case of conflict the terms of the relevant contract shall take precedence
 - 1.3. If a contract reference is not contained in the Purchase Order and /or the supplier has not entered into a contract with AgPlus, to which the Purchase order applies, these terms and conditions shall apply to the Purchase order. These terms and conditions will override and take place of any terms and conditions contained in any document or other communication used by the supplier including without limitations, any supply terms ordinarily used by the supplier.
 - 1.4. Nothing in these terms and conditions shall prejudice any conditions or warranty (expressly or implied) or rights of remedy to which AgPlus is entitled in relation to the goods or services that the supplier is required to supply under the Purchase Order by virtue of statute or common law.
 - 1.5. Any dispute over the interpretation of the Purchase Order and these terms and conditions shall be resolved by and authorised representative of AgPlus
 2. General
 - 2.1. Except where conditions in section 1 applies, these terms and conditions apply to every purchase order placed by AgPlus with the Supplier. No terms and conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch or delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in anyway shall not have effect unless expressly accepted by AgPlus in Writing. In absence of such written acceptance, the Supplier shall be deemed to have withdrawn
 3. Purchase Order
 - 3.1. The supplier shall ensure that the goods and or services shall:
 - 3.1.1. Correspond with the quantity, type, sort, quality and description set out in the purchase order
 - 3.1.2. Meet the performance standards and dates specified on the Purchase Order or notified to the supplier
 - 3.1.3. Be satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made know to the Supplier by AgPlus
 - 3.1.4. Where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery
 - 3.1.5. Comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
 - 3.2. If the Goods and /or services do not comply with AgPlus purchase order and /or instructions, AgPlus is entitled at its option to either return the goods at the risk if the Supplier, reject the goods and or services; require the Supplier to re-perform the Services or accept the whole or part of the goods and/ or her services supplier but the Supplier but without prejudice to any rights of AgPlus
 - 3.3. If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order AgPlus shall be entitled to terminate the contract without notice.
 4. Delivery
 - 4.1. The Supplier shall deliver all Goods and/or Services to the Premises specified for delivery and in accordance with any delivery instructions or specifications agreed by the parties in writing. Delivery shall be completed in respect of the Goods when the Goods have been unloaded at the Premises
 - 4.2. If the goods or services (or any part thereof) are not delivered in accordance with these Terms and conditions, the supplier shall be responsible for all additional expenses and charges incurred in delivering them in accordance with the terms and conditions or as subsequently advised in writing via the customer
 - 4.3. The quantity specified in the Purchase Order may not be changed without the Customers prior written consent. In respect of delivery of the goods, part deliveries may be rejected unless the Customer has previously agreed in writing to accept such deliveries.
 - 4.4. Each delivery must be accompanied by a delivery note issued by the supplier containing details of the purchase order number
 - 4.5. Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to AgPlus as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.
 5. Additional terms relating to the supply of work or services
 - 5.1. The supplier shall provide all labour, equipment and transport necessary for the safe and efficient execution of the work or services, which can be stored at the sole risk of the supplier so as to cause minimum inconvenience to AgPlus.
 - 5.2. The supplier shall perform the works/ services in accordance with the contract to the satisfaction of AgPlus. AgPlus shall have the power to inspect and examine the performance of the work and or services at any reasonable time, provided that AgPlus shall have given the supplier reasonable notice of such inspection or examination.
 - 5.3. The supplier shall notify AgPlus if at any time they become aware of the possible delay in completing the work or service on time.
 - 5.4. If AgPlus finds that any part of the performance of the work or service is inadequate or in any way differing to the contract, other than as a result of default or negligence on the part of AgPlus, the supplier shall, at its own expense, reschedule and perform the work or services correctly within a reasonable time as specified by AgPlus.
 - 5.5. On completion of the Service the supplier shall remove all equipment labour etc from the site and make good the site to the satisfaction of AgPlus.
 - 5.6. The supplier will throughout the progress of the work / services have full regards for the health and safety of all persons on the site. The supplier shall take all necessary measures to comply with the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations or codes of practice relating to Health and Safety, which may apply to the supplier in the performance of the purchase order.
 6. Price
 - 6.1. The Supplier shall not increase the Price unless it is validly accepted by AgPlus and agreed in writing before the execution of the Purchase Order.

- 6.2. Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.
- 6.3. Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods or services delivered under the Purchase Order. AgPlus undertakes to pay correctly submitted invoices within 45 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods or services which are the subject of the Purchase Order or of the consignment (as appropriate).
- 6.4. A valid invoice is one that is: delivered in timing in accordance with the contract; that is for the correct sum; in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality); which quote the relevant purchase order / contract reference (where used) which has been delivered to the nominated address.
- 6.5. AgPlus specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to AgPlus from the Supplier.
- 6.6. AgPlus shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order
- 6.7. No payment of or on account of the Price shall constitute any admission by AgPlus as to proper performance by the Supplier of its obligations under the Contract
7. Ownership and risk
- 7.1. Ownership and risk in the Goods shall without prejudice to any of the rights or remedies of AgPlus (including the Purchaser's rights and remedies under Condition 8 below) shall pass to AgPlus on delivery.
8. Damage in Transit
- 8.1. On despatch of any consignment of the Goods, the Supplier shall send to AgPlus at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.
- 8.2. The Supplier shall, free of charge and as quickly as possible, either repair or replace (as AgPlus shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to AgPlus provided that
- 8.2.1. in the case of damage to such Goods in transit AgPlus shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and
- 8.2.2. in the case of non-delivery, AgPlus shall (provided that AgPlus has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.
9. Inspection, Rejection and Guarantee
- 9.1. Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.
- 9.2. The Supplier shall permit AgPlus or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods or services and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by AgPlus of any rights or remedies in respect of the Goods or services.
- 9.3. AgPlus may by written notice to the Supplier reject any of the Goods which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to AgPlus of the relevant Goods. If AgPlus rejects any of the Goods pursuant to this Condition 8.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:
- 9.3.1. repair the defective Goods as quickly as possible or (as AgPlus shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or
- 9.3.2. refund to AgPlus the Price in respect of the defective Goods.
- 9.4. The Supplier shall guarantee the Goods or services for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between AgPlus and the Supplier). If AgPlus shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects (whether by repair or replacement as AgPlus shall elect in its sole discretion) without cost to the Purchaser.
- 9.5. Any Goods rejected or returned by AgPlus pursuant to this Condition 8 shall be returned to the Supplier at the Supplier's risk and expense
10. Hazardous Goods
- 10.1. The supplier will mark all hazardous goods with international danger symbols where they exist, and display the name of the material in English. Transport and other documentation must include declaration of the hazard and name of material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK legislation and any relevant international agreements relating to the packing labelling and carriage of hazardous goods. All information held by or reasonably available to the supplier regarding any potential hazards known or believed to exist in the transport handling or use of the goods supplied shall be promptly communicated to AgPlus prior to delivery.
11. Labelling and Packaging
- 11.1. The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified AgPlus and/or the Crown (as appropriate) against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which AgPlus or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 11.1.
- 11.2. All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. AgPlus accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.
12. Intellectual Property
- 12.1. Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified AgPlus against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which AgPlus or the Crown (as appropriate) may suffer or incur as a result of or in connection with any breach of this Condition 12.1.
- 12.2. All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("**Intellectual Property**"):
- 12.2.1. furnished to or made available to the Supplier by AgPlus pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and
- 12.2.2. the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to AgPlus or the Contract in any advertisement without the Purchaser's prior written agreement.
13. Health and Safety
- 13.1. The Supplier represents and warrants to AgPlus that the Supplier has satisfied itself that:
- 13.1.1. all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and
- 13.1.2. that it has made available to AgPlus adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.
- 13.2. In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified AgPlus against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements)

- which AgPlus may suffer or incur as a result of or in connection with any breach of this Condition 11.
14. Indemnity and Insurance
 - 14.1. Without prejudice to any rights or remedies of AgPlus (including the Purchaser's rights and remedies under Condition 9 above) the Supplier shall indemnify and keep indemnified AgPlus against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which AgPlus may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
 - 14.2. The Supplier shall take out and maintain with
 - 14.3. a reputable insurance company a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.
 - 14.4. The Supplier shall at the request of AgPlus produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.
 - 14.5. The Supplier shall be liable under the provisions of the Contract (including Condition 11.1) whether or not it complies with the insurance provisions in this Condition 11.
 - 14.6. Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.
 15. Confidentiality
 - 15.1. The Supplier and its staff shall keep secret and do not disclose any information of a confidential nature obtained by reason of the Contract except information which is in the public domain otherwise than as required to be by reason of a breach of this Condition 15 or disclosed by law.
 - 15.2. The provisions of this Condition 15 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time
 - 15.3. The parties acknowledge that, except for any information which is declared by the Client to fall within one or more of the exceptions in Clause 14.1, the content of this Contract is not Confidential Information. Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for the Client to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.
 - 15.4. AgPlus may, at its sole discretion, redact information from the Contract prior to publishing for one or more of the following reasons:
 - (a) national security;
 - (b) personal data;
 - (c) information protected by intellectual property law;
 - (d) information which is not in the public interest to disclose
 - (e) third party confidential information;
 - (f) IT security; or
 - (g) prevention of fraud.
 - 15.5. AgPlus may consult with the supplier to inform its decision regarding any redactions but AgPlus shall have the final decision in its absolute discretion.
 - 15.6. The Supplier shall assist and cooperate with AgPlus to enable AgPlus to publish this Contract.
 16. Data Protection
 - 16.1. Where the work undertaken by the supplier involves the supplier (s data processor) undertaking the processing of personal data on behalf of AgPlus (as data controller) the Supplier shall in addition to all its other contractual obligations:
 - 16.1.1. Comply at all times with the applicable data protection legislation and shall not perform its obligations under this contract in such a way as to cause AgPlus to breach any of its obligations under that legislation.
 - 16.1.2. Not process personal data outside the European Economic Area without prior written consent of AgPlus
 - 16.1.3. Indemnify AgPlus against any loss or damage caused by any failure in relation to this clause 16.
 17. Termination
 - 17.1. In the event of a material breach of the Contract by either party, the non-breaching party may terminate the Contract with immediate effect by notice in writing.
 - 17.2. AgPlus may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time: -
 - 17.2.1. the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;
 - 17.2.2. a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;
 - 17.2.3. the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;
 - 17.2.4. the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;
 - 17.2.5. the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.
 - 17.3. Nothing in this Condition 17 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract
 18. Assignment and Subcontracting
 - 18.1. The Supplier shall not without the prior written consent of AgPlus assign or transfer the benefit or burden of the Contract.
 - 18.2. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.
 - 18.3. Where AgPlus enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.
 19. Notices
 - 19.1. Any notices to be given under the Contract shall be delivered personally or sent by post or by facsimile transmission to the Services Manager (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.
 20. Third Party rights
 - 20.1. The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.
 21. Discrimination
 - 21.1. The supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in race, gender, religion, disability, age, sexual orientation or otherwise) in employment.
 22. Severability
 - 22.1. If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable
 23. Waiver
 - 23.1. No delay or omission by AgPlus in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.
 24. Law and Jurisdiction
 - 24.1. The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that AgPlus may seek injunctive relief outside such jurisdiction.