



1.0 Definitions

- The "Buyer" means "Manx Telecom Trading Limited" or a member of "MT" group of companies who is placing the official Purchase order and its employees, sub-contractors or agents.
- The "Supplier" means the person, firm or company to whom the official Purchase Order is addressed and any employees, sub-contractors or agents of said person, firm or company.
- "Goods" means the materials, articles, works and services described in the Agreement.
- "Package" means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- "Authorised Officer" means the Buyer's employee authorised, either generally or specifically, by the Buyer to enter into an agreement to purchase products or services and to sign the Buyer's Purchase Order.
- "Contract" means an agreement creating obligations enforceable by law.
- "Purchase Order" means the Buyer's authorised Purchase Order.
- "Order Amendment" means the Buyer's authorised Order Amendment or series of Order Amendments, each order amendment having precedence over any earlier Order Amendment in accordance with condition 26 below.
- "Price" has the meaning given in condition 3 below.
- "Reasonable" shall mean in accordance with the legal definition "Fair, proper, or moderate under the circumstances."
- "Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979, as is amended by the Sale and Supply of Goods Act 1994 and the Sale of Goods (Amendment) Act 1995
- "Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994
- "Health and Safety at Work etc Act 1974". Shall mean the Health and Safety at Work etc Act 1974 and associated regulations e.g. Personal Protective Equipment at Work Regulations 1992 and Provision and Use of Work Equipment Regulations 1998
- "Incoterm" means the "CIF London Incoterms 2000" terms used in the international sale of goods as developed by the International Chamber of Commerce and endorsed by the United Nations Commission on International Trade Law.

2.0 The Agreement

All contracts made for the purchase of goods and/or supply of services to the company shall be deemed to incorporate these terms and conditions.

The Agreement shall not include any of the Supplier's Conditions of Sale, notwithstanding reference to them in any document. In the event of any conflict or apparent conflict these Terms and Conditions of Purchase shall always prevail over the Supplier's Terms and Conditions of Sale. Delivery of Goods or Services in response to a Purchase Order or Order Amendment shall be taken to imply that the Supplier has accepted the Terms and Conditions of the Agreement.

3.0 Price

The Supplier will supply the Goods or Services in accordance with the price stated in the Agreement.

No increase to the prices shall be made unless agreed by the company initially in writing. The price shall be inclusive of the following: value added tax, sales tax, all other taxes, delivery, packaging, other charges and expenses that may arise.

4.0 Variations

The Buyer shall have the right, before delivery to send the Supplier an Order Amendment adding to, deleting or modifying the Goods, or Service to be provided. Where the Order Amendment will result in a change to the agreed price or delivery date the Supplier must notify the Buyer without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier must allow the Buyer 10 business days to consider any new price and delivery date. The Order Amendment shall take effect when an Authorised Officer accepts in writing the new price and delivery date within the 10 business days stipulated. If an Authorised Officer fails to confirm the Order Amendment within the 10 business days stipulated, then performance of the original Agreement shall immediately resume as though the said Order Amendment had not been issued. This will not affect the Buyer's right of cancellation in accordance with condition 5.



5.0 Buyer's right of rejection and cancellation

5.1

By giving notice within 10 business days of delivery, the Buyer shall be entitled to reject any Goods, which are not of the type or quality ordered, or in any respect not in accordance with the requirement of the Agreement. On notice of rejection, and at their expense, the Supplier shall recover the rejected goods from the Buyer within 10 business day of the notification of rejection.

5.2

In addition to the Buyer's other rights of cancellation under this Agreement, the Buyer may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any instructions that the Buyer may issue with regard to the Goods. If the Supplier submits a termination claim then the Buyer will pay the Supplier the costs of any commitments, liabilities or expenditure, excluding loss of profits, which in the Buyer's reasonable opinion were a consequence of this cancellation. The total of all payments made or due to the Supplier under this Agreement, including any termination payment shall not exceed the price of the Goods. If the Supplier fails to submit a termination claim within 90 business days of the date of the Buyer's notice of termination, then the Buyer shall have no further liability under the Agreement.

6.0 Substitutions

The Supplier is expected to supply all of the Goods covered within this Agreement. If the Supplier is unable to supply the exact type of Goods ordered, then the Supplier shall advise the Buyer accordingly and shall, with the prior agreement of the Buyer, supply alternative Goods of equal or better quality at the same prices as the Goods originally ordered.

7.0 Quality and Description

The goods shall:

- Conform in every respect with the provision of the Agreement
- Be capable of all standards of performance specified in the Agreement
- Be fit for any purpose made known to the Supplier expressly or by implication and in this respect the Buyer shall rely on the Supplier's skill and judgement
- Be new unless otherwise specified on the Purchase Order and be of sound materials and skilled and careful workmanship
- Correspond to their description or any samples, patterns, drawings, plans and specifications referred to in this Agreement
- Be of satisfactory quality
- Comply with all current applicable standards, regulation and legislation

8.0 Supplier work on the buyer's premises

If the Agreement involves any works or services, which the Supplier performs on the Buyer's premises, then the following conditions shall apply:

8.1 Sub-Contractors

The Supplier shall ensure that their employees, their sub-contractors and any other person acting on their behalf will adhere in every respect to the obligations imposed upon them by current legislation. In particular the "Health and Safety at Work etc Act 1974".

8.2 Policy Compliance

The Supplier shall ensure that their employees, their sub-contractors and any other person acting on their behalf will comply with any policies, procedures, standards or instructions that the Buyer may notify to the Supplier in writing.

9.0 Performance and Inspection

The Buyer will inform the Supplier of their classification within the Buyers Supplier Management System and in accordance with that classification and the requirements in schedule A:

9.1 Reporting

The Supplier shall at their expense provide any programmes of reporting and administration that the Buyer may reasonably require.



9.2 Audit Check

The Buyer shall have the right to audit, check or inspect the Supplier's works or the works of sub-contractors at all reasonable times, and to inspect or to reject Goods or Services that do not comply with the Agreement. The Supplier's sub-contractors shall reserve such rights for the Buyer.

9.3 Inspection

Any inspection or approval shall not relieve the Supplier from their obligations under this Agreement.

10.0 Safety

The Supplier shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and the environment.

11.0 Delivery Charges

The goods shall be delivered on a Delivered Duty Paid (DDP) basis, as defined in the International Chamber of Commerce's Incoterms 2010, to the Buyer's destination specified on the Purchase Order. Any freight related duties, taxes and charges invoiced to the Buyer, either by the Supplier or the carrier, will be charged back to or paid by the Supplier.

If the Purchase Order stipulates an Ex-Works (EXW) or Free Carrier (FCA) Incoterm, the Buyer will be responsible for freight charges to the destination designated on the Purchase Order. Any costs incurred by the Buyer as a result of the Supplier's failure to comply with the Buyer's delivery or routing instructions shall be borne by the Supplier.

12.0 Delivery

12.1

Goods shall be properly packed, secured and despatched at the Supplier's expense in accordance with best industry practice to arrive in good condition at the time or times and the place or places specified in the Agreement.

12.2

For each and every delivery made under this Agreement the Supplier shall issue a delivery note stating the full delivery address and a full and proper description of the Goods supplied, quantity and the Buyer's stated Purchase Order number. The delivery note shall accompany the Goods from the place of packing to the place of delivery.

Under no circumstances shall Goods be left at any premises unattended. Deliveries shall only be made during the Buyer's Business Hours.

If the Supplier fails to obtain a receipt from an authorised person, the Buyer disclaims all responsibility for the security of the Goods delivered.

12.3

The Supplier shall ensure that they retain documentation proof of delivery made. The Supplier shall allow sufficient time for Goods to be properly examined and to obtain any necessary receipts.

12.4

If the Supplier or their carrier delivers any Goods at the wrong time or to the wrong address, then the Buyer may deduct from the price any resulting costs of storage or transport.

13.0 Time is of the Essence and Late Delivery

13.1

The time for delivery and/or completion of the work to be performed under the Agreement shall be of the essence to the Agreement.



13.2

If the Goods or any part of Purchase Order are not delivered by the time or times specified in the Agreement then the Buyer might, by written notice, cancel any undelivered balance of the Goods. The Buyer may also return for full credit any Goods that in the Buyer's opinion cannot be used owing to this cancellation at the Supplier's expense. The Buyer may have the Goods supplied by alternative means and any additional costs reasonably so incurred shall be at the Supplier's expense. This shall not affect any other rights the Buyer has.

14.0 Ownership and Risk

14.1

The Supplier shall bear all risks of loss and damage to the Goods until they have been delivered and shall insure the Goods accordingly.

14.2

Ownership of the Goods shall pass to the Buyer:

- When the Goods have been delivered, without prejudice to the Buyer's right of rejection under this Agreement or
- If the Buyer makes any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as the Buyer's property.

15.0 Acceptance

The Buyer shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not confirm with the requirements of this Agreement. It is agreed that the Buyer may exercise the right of rejection notwithstanding any provision contained in Section 11, Section 15A, Section 30 or Section 35 of the Sales of Goods Act 1979.

The Buyer shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform to this Agreement, after which time the Buyer shall be entitled to cancel the Purchase Order and purchase Goods equivalent to the original specification in this Agreement elsewhere and any additional costs reasonably incurred in the procurement of replacement Goods shall be at the Supplier's expense.

In the event of cancellation under this condition the Supplier shall promptly repay any monies paid under the Agreement without any retention or offset for whatever purpose. Cancellation of the Purchase Order under this condition shall not affect any other rights the Buyer may have.

The Supplier must collect all rejected Goods within 10 business days of notification of rejection by the Buyer or the Buyer shall return them to the Supplier at the Supplier's risk and expense.

16.0 Payment

The Buyer shall pay the price of the invoice within 30 days end of the month in which the invoice is received.

Payment will be scheduled for the first payment run following the net terms for the purchase order. If the invoice is not submitted in accordance with the companies' requirements, then this will result in delayed payment and/or rejection of the invoice.

The Buyer shall be entitled to set-off against any invoice, any amount that is owed by the Supplier.

If a dispute arises in regard to whole or part of the invoice, the Buyer will notify the Supplier. Once notice has been received, the Supplier shall issue a credit note to the value of the disputed amount. If a delay arising with issuing the credit note, this will result in a delay of payment of the undisputed sum.

Payment will only be made providing the following has taken place: delivery of the goods and completion of the service provided, all to the expectation of the Buyer. Payment has been received from the client, unless otherwise agreed in writing by the company.

All invoices must be submitted with a due date within the last 3 calendar months. No issues will be processed for any periods older than this for any reason, whether contracted or not. It is your responsibility to ensure invoices are processed within this time frame.

17.0 Recovery of Sums Due

Whenever under the Agreement any sums of money shall be recoverable from or payable by the Supplier, they may be deducted from any sums then due, or which at any later time becomes due to the Supplier under this Agreement or under any other Agreement the Supplier may have with the Buyer.



18.0 The Suppliers Warranty

18.1

The Supplier shall promptly make good at their expense any defect in the Goods that the Buyer discovers under proper usage during the first twelve months of actual usage or eighteen months from the date of acceptance by the Buyer, whichever period shall expire first. Such defects may arise from the Supplier’s faulty design, the Supplier’s erroneous instructions as to use, or inadequate or faulty materials, or poor workmanship, or any other breach of the Supplier’s obligations whether in this Agreement or in Law.

18.2

Repairs or replacements will themselves be covered by the above warranty, but for a period of twelve months from acceptance by the Buyer.

18.3

The Supplier will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least five years from the date of delivery of the Goods.

19.0 Confidentiality and Publicity

19.1

Both parties shall ensure that they, their employees, agents and sub-contractors shall observe the requirements of the Data Protection Act 2018 and all amendments or revisions thereto in the provision and use of the subject matter of the Agreement and shall comply with any request made or direction given to the other which is directly due to the requirements of such Act.

19.2

So far as it may be necessary for the performance of the Agreement or for the operation and maintenance of the subject matter of the Agreement each party may divulge any information to be kept confidential under condition 19 of this Agreement to their employees, agents and sub-contractors on a ‘need to know’ basis but undertake that they will take all steps necessary to ensure compliance by such employees, agents and sub-contractors with the obligations as to confidentiality expressed in this condition and will be responsible to the other party for any failure by any employee, agent or sub-contractor to comply with such obligations whether such employee, agent or sub-contractor was aware of them or not.

19.3

The Supplier shall obtain the Buyer’s written consent prior to any publication, presentation, public announcement, or press release concerning its relationship as a supplier to the Buyer.

20.0 Indemnity and Insurance

20.1

The Supplier will secure and maintain insurance providing coverage for liabilities to third parties for bodily injury (personal injury) and damage to property in amounts sufficient to protect the Buyer in the event of such injury or damage and will be in compliance with any and all laws, regulations or orders addressing the liabilities of an employer to its employees for injuries and disease suffered in connection with employment. The Supplier further will maintain such additional types and limits of insurance as is customary for a company of similar size and similar operations to the Supplier in the jurisdiction or jurisdictions in which Supplier’s operations take place.



20.2

For the purpose of this Agreement, a "Claim" is any claim, demand, loss, damage, liability, cost or expense (including professional fees and costs as incurred) for which one party (the "Indemnifying Party") may be obligated to defend, indemnify and hold the other party (the "Indemnified Party") harmless.

20.3

The Supplier shall defend, indemnify and hold the Buyer harmless from and against any and all Claims as incurred, arising out of or in connection with any:

- I. Act or omission of Supplier (including its Subcontractors) in the performance of the Work; or
- II. Any infringement of a third party's Intellectual Property Rights or any other rights.

20.4

The Buyer shall indemnify and hold Supplier harmless from and against any and all Claims as incurred, arising out of or in connection with:

- I. The Supplier's use of the Buyers products or services in connection with the Work;
- II. Supplier's use of information or materials provided to the Supplier by the Buyer; or
- III. Infringement of a third party's Intellectual Property Rights or any other rights resulting from the Supplier's adherence to the Buyer's written instructions.

20.5

Each party will indemnify and hold the other party harmless from and against any and all Claims, as incurred, arising out of any negligent or willful acts or omissions of the Indemnifying Party which results in personal injury (including death) or damage to tangible property (not including lost or damaged data).

20.6

The Indemnified Party will provide the Indemnifying Party with prompt written notice of the Claim and permit the Indemnifying Party to control the defence, settlement, adjustment, or compromise of any Claim. The Indemnified Party may employ counsel at its own expense to assist it with respect to any Claim. The Indemnified Party will have no authority to settle any Claim on the Indemnifying Party's behalf.

20.7

If a third party enjoins or interferes with the Buyer's use of any Work, then in addition to the Supplier's obligations under condition 20.3, the Supplier will use its best efforts to:

- I. Obtain any licenses necessary to permit the Buyer to continue to use the Work;
- II. Replace or modify the Work as necessary to permit the Buyer to continue to use of the Work; or
- III. If (I) and (II) are not commercially reasonable, then
- IV. Promptly refund to the Buyer the amount paid for any Work for which a third party enjoins or interferes with the Buyer's use of the Work.

20.8

Nothing in this Section shall limit any other remedy of the parties

21.0 Liability

21.1

NOTWITHSTANDING ANYTHING ELSE IN THE PURCHASE ORDER OR OTHERWISE, THE BUYER WILL NOT BE LIABLE TO THE SUPPLIER WITH RESPECT TO THE SUBJECT MATTER OF THE PURCHASE ORDER UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER LEGAL



OR EQUITABLE THEORY FOR ANY AMOUNTS IN EXCESS IN THE AMOUNT THE BUYER PAID TO THE SUPPLIER IN THE SIX MONTHS PRECEDING THE EVENT OR CIRCUMSTANCE GIVING RISE TO SUCH LIABILITY.

21.2

IN NO EVENT WILL THE BUYER BE LIABLE TO THE SUPPLIER FOR ANY INCIDENTAL, INDIRECT, SPECIAL, CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF, OR IN CONNECTION WITH, THE PURCHASE ORDER, WHETHER OR NOT THE BUYER WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

21.3

THE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY PROVIDED HEREIN. NOTHING IN THE PURCHASE ORDER LIMITS EITHER PARTY'S LIABILITY FOR BODILY INJURY OF A PERSON, DEATH, OR PHYSICAL DAMAGE TO PROPERTY OR ANY LIABILITY WHICH CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

22.0 Compliance with Law

The Supplier represents and warrants that it will comply with all applicable local and national laws and regulations pertaining to its performance of its obligations under this Purchase Order. In particular and without limitation, Supplier shall not act in any fashion or take any action that will render the Buyer liable for a violation of any applicable anti-bribery legislation (including without limitation, the UK Bribery Act 2010), which prohibits the offering, giving or promising to offer or give, or receiving, directly or indirectly, money or anything of value to any third party to assist it them or the Buyer in retaining or obtaining business or in performing the Work. Supplier's failure to comply with this provision shall constitute a material breach of this Purchase Order.

23.0 Governing Law

The validity, interpretation, and performance of this Purchase Order shall be controlled by and construed under the laws of the Isle of Man. The Isle of Man Courts shall have exclusive jurisdiction over any claim arising under this Purchase Order.

24.0 Dispute Resolution

24.1

If any dispute or difference whatsoever shall arise between the parties in connection with or arising out of the Agreement either party may give 10 Business days' notice to resolve the dispute or difference through 'Alternative Dispute Resolution' (ADR) in accordance with the mediation procedure of the Centre for Dispute Resolution (CEDR). If the parties fail to agree terms of settlement of their dispute or difference within 60 Business days of the receipt of such notice or the party to whom the notice was given refuses to participate in the ADR procedure, then the matter shall be referred to Arbitration in accordance with condition 24.2.

24.2

Subject to condition 24.3 if any dispute or difference which may arise between the parties in connection with or arising out of the Agreement is referred to ADR mediation but is not so settled as specified in condition 24.1, then neither party shall give notice to the other and such dispute or difference shall be referred to Arbitration. The parties shall agree on the appointment of a single arbitrator within 10 Business days after the date of such notice or in default of agreement the arbitrator shall be nominated on the application of either party by the Chartered Institute of Arbitrators. The arbitration shall be conducted in accordance with the current arbitration rules as published by the Chartered Institute of Arbitrators (CI Arb) London.

24.3

Excluded from arbitration are any proceedings brought by one party against the other which arise out of the failure by that other party to comply with the provisions of any binding agreement setting out the terms upon which the dispute or difference was settled as a result of or following from the ADR mediation procedure referred to in condition 24.1.

25.0 Notice

All notices and communications required to be sent by the Supplier or the Buyer in this Agreement shall be made in writing and sent by first class mail and if sent to the Supplier sent to their registered, or head office address and if sent to the Buyer sent to the address



detailed on the Purchase Order and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

26.0 Amendment

No addition, alteration or substitution of these conditions will bind the Buyer or form part of the Agreement unless and until accepted in writing by the Authorised Officer of the Buyer.

27.0 General and Waiver Conditions

27.1

Any notice to be given under the Purchase Order will be in writing and addressed to the party at the address stated in the front of the Purchase Order. Notices will be deemed given and effective:

- I. If personally delivered, upon delivery,
- II. If sent with tracking capabilities, upon receipt;
- III. If sent by fax or electronic mail, at such time as the party which sent the notice receives confirmation of receipt by the same transmission method from the designated recipient; or
- IV. If sent by certified or registered mail, within five Business days of deposit in the mail.

27.2

If there is a conflict between or among the Purchase Order and any documents attached to and incorporated by reference, the conflict will be resolved by receipt of written instruction by the Authorised Officer of the Buyer.

27.3

Either party's election not to insist on strict performance of any requirement of the Purchase Order will not operate or be construed to waive any future omission or breach, or any other provision of the Purchase Order.

27.A GDPR

Either party must adhere to GDPR guidelines in specific reference to clause 19.1. A copy our GDPR policy is available on request at the following link: "MT GDPR Data Protection Policy v1.6"

28.0 Assignment and Sub-contracting

28.1

Neither party shall assign the Agreement or any of its rights or obligations thereunder without first having received the written approval of the other party, which approval shall not be unreasonably withheld (provided that the Buyer may assign the benefit of the Agreement to any of his associated or subsidiary companies or to any Corporate Customer of his choice).

28.2

The Supplier shall not sub-contract the Agreement or any part thereof without having first obtained the written permission of the Buyer which shall not be unreasonably withheld provided that this restriction shall not apply to sub-contracts for materials or minor details or any part of the work to be performed or materials or equipment to be supplied for which the sub-contractor is named in the Agreement. If the Buyer consents to the use of a Subcontractor, the Supplier will:

- I. Guarantee and will remain liable for the performance of all subcontracted obligations;
- II. Indemnify the Buyer for all damages and costs of any kind, subject to the limitations in the condition 20 Indemnity and Insurance, incurred by the Buyer or any third party and caused by the acts and omissions of the Supplier's Subcontractors' and
- III. Make all payments to its Subcontractors. If the Supplier fails to timely pay a Subcontractor for work performed, the Buyer will have the right, but not the obligation, to pay the Subcontractor and offset any amount due to Supplier by any amount paid to the Subcontractor in accordance with condition 17 Recovery of Sums Due. The Supplier will defend, indemnify and hold the



Commercial in Confidence

Buyer harmless for all damages and costs of any kind, without limitation, incurred by the Buyer and caused by the Supplier's failure to pay a Subcontractor.

28.3

The Supplier shall be responsible for the acts, defaults and omissions of its sub-contractors, whether approval has been given to their appointment under this clause or not, as if they were his own and any consent given under this clause shall not relieve the Supplier of any of his obligations under the Agreement.

29.0 Health and Safety

The Supplier undertakes that he and his employees, agents and sub-contractors will at all times comply with all health and safety requirements relating to the carrying out of the work under the Agreement. Such requirements include in addition to the statutory laws and regulations any codes of practice and British Standards or their equivalent relating to health and safety, which may be applicable to the performance of the Agreement.

30.0 Environmental Requirements

In the performance of the Agreement the Supplier shall conform to all relevant environmental standards, guidelines and codes of practice and shall take all practical steps in the design of the work to be performed under the Agreement to minimise any risk to the environment.

The Supplier shall:

30.1

When working on the Buyers' Premises, the Supplier shall aim to conserve energy, water, wood, paper and other natural resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment; and

30.2

Comply fully with any other acts, orders, regulations and codes of practice relating to environmental regulations, which may apply in the performance of this Agreement including (if applicable) the requirements of the Waste Electrical and Electronic Equipment Regulations 2006 (WEEE).

31.0 Ethical Trade Requirements

The Supplier undertakes to ensure that in performing its obligation in accordance with this purchase order that it adopts and follows the guidance of the Ethical Trading Initiative and the International Labour Organisation code of labour practice. In the delivery of the Goods or Service the following conditions apply:

- Employment is freely chosen
- Freedom of association and the right to collective bargaining are respected
- Working conditions are safe and hygienic
- Child labour shall not be used
- Living wages are paid
- Working hours are not excessive
- No discrimination is practised
- Regular employment is provided
- No harsh or inhumane treatment is allowed