

Appendix B1: Summary of University Standard Terms & Conditions

General	Appendix B2 clause
<input type="checkbox"/> Definitions used in the document	1.1
<input type="checkbox"/> Whose STC to apply – ours or the buyer's	1.2
<input type="checkbox"/> Unless a buyer's order is accepted in writing (or our quote accepted) the STCs may not apply	1.4
Prices & Quotations	
<input type="checkbox"/> The quoted price exclusive of duties and VAT	2.1
<input type="checkbox"/> Quotations issued valid for 90 days	
<input type="checkbox"/> Additional charges will be made for handling, freight and packaging etc	
<input type="checkbox"/> A handling charge may be made for small orders	
<input type="checkbox"/> Modification of quoted prices	2.2
Payment	
<input type="checkbox"/> Goods : invoice in full on delivery (unless payment received in advance or other terms agreed)	3.1
<input type="checkbox"/> Services : invoice monthly in advance, payment for first two months together at start of contract	3.2
<input type="checkbox"/> Conferences and hire of facilities : payment in full prior to attendance/hire Standard Payment terms of 30 days	
<input type="checkbox"/> Bank charges as a result of payment being made from an overseas account shall be reimbursed to the University by the buyer	3.3
<input type="checkbox"/> University's rights in the event of late payment	3.4
<input type="checkbox"/> University's right to undertake a credit search	3.5
Changes to orders	
<input type="checkbox"/> Goods : ordered by the buyer	4.1
<input type="checkbox"/> Rights of the University to change the specification if notice given to the buyer	4.2/4.3
<input type="checkbox"/> Right of the Buyer to cancel or confirm order on receipt of notice	
<input type="checkbox"/> Goods only to be returned to us with our consent- restocking charge may be applied	4.4
Deliveries of Goods	
<input type="checkbox"/> Delivery of goods deemed to take place at the University	5.1
<input type="checkbox"/> Delivery not included in the price	5.2
<input type="checkbox"/> Late deliveries - see clause 6	5.3
<input type="checkbox"/> Buyer to notify in writing within 5 days of any short deliveries or defects	5.4
<input type="checkbox"/> Export licences delays – not University's responsibility	5.5
<input type="checkbox"/> Non-collection, or acceptance of goods by the buyer	5.6

Cancellation of contract	
<input type="checkbox"/> Failure to deliver by a specified date not a sufficient cause for cancellation	6.1
<input type="checkbox"/> University not liable for any connected costs/expenses caused by the delayed delivery	
Cancellation of contract	
<input type="checkbox"/> Prior to delivery/performance buyer to reimburse the University the larger of a) costs incurred/committed, or b) £50 administration fee	7.1
Risk & Title of Goods	
<input type="checkbox"/> All goods supplied are at the buyer's risk on delivery	8.1
<input type="checkbox"/> Title on consumables passes to the buyer on delivery	8.2
<input type="checkbox"/> Capital equipment: University retains title until full payment received and there are no other outstanding debts to the University	8.3
<input type="checkbox"/> The buyer's rights to resell the capital equipment provided	8.4
Services	
<input type="checkbox"/> Buyer responsible for adequate and safe facilities where services performed on their premises	9.1
Warranty	
<input type="checkbox"/> Consumable goods – must meet the specification and claims should be made within 30 days of their receipt.	10.1
<input type="checkbox"/> Capital equipment – University manufactured :1 year warranty; Non University manufactured – try to ensure buyer has the benefit of the manufacturer's warranty	10.2
<input type="checkbox"/> Services – warrants all services carried out with reasonable skill and care	10.3
<input type="checkbox"/> Extends to 60 days after completion of the service	
<input type="checkbox"/> All other warranties are excluded	10.4
<input type="checkbox"/> No liability for wear and tear, misuse or alteration or repair of the goods without University approval	10.5
<input type="checkbox"/> Services- defects in specifications or materials supplied by the buyer	10.6
Limitation of Liability	
<input type="checkbox"/> Limited to the total price payable under the contract in the calendar year(or the average of the three previous years if greater)	11.1
<input type="checkbox"/> Not liable to the buyer for indirect or consequential damages/costs etc	
<input type="checkbox"/> Fraud death or personal injury caused by University negligence	
Trade Marks, Patterns and Intellectual property	
<input type="checkbox"/> The buyer's IPR of designs, drawings and specifications that it provides to the University	12
<input type="checkbox"/> All IPR in goods and/or created in the provision of services remain the University's and not the buyer's	
<input type="checkbox"/> The buyer can't use any University trademark	
Health Safety and Waste	
<input type="checkbox"/> The buyer is responsible for ensuring that the goods as specified are safe and appropriate for use, handled in a safe manner and that they dispose of all waste	13

Miscellaneous	
<input type="checkbox"/> Indemnities -Except in cases of University negligence, the Buyer indemnifies	14
<input type="checkbox"/> Termination - University will terminate contract immediately if buyer goes bankrupt, goes into liquidation or appoints a receiver	15
<input type="checkbox"/> Force Majeure - University not liable if the circumstances are out of their hands e.g. strikes, fire, flood etc	16
<input type="checkbox"/> If a Brexit Trigger Event occurs (defined in clause 16.4) either party can require a renegotiation or, if no such amendment is made within 30 days, cancel the contract (giving at least 30 days written notice)	16.3
<input type="checkbox"/> Brexit Trigger Event <ul style="list-style-type: none"> ○ Adverse impact on a party's ability to perform the Contract ○ Increase in costs of at least 5% ○ Price of goods and services needed by a party to perform its obligations is at least 5% higher than the market value for similar products and services 	16.4
<input type="checkbox"/> Governing law - laws of England apply	
<input type="checkbox"/> Notices - All notices to be served in writing, details of excepted formats, timings and addressees	
<input type="checkbox"/> General	