

Purchase Order:165401

Abingdon Science Park
Barton Lane
Abingdon
Oxfordshire

Page: 1/3

VIAMED
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STATION ROAD
CROSS HILLS
KEIGHLEY
BD20 7DT

Purchase Order ID: 165401
Created On: 16 Feb 2024
Contact Person: Gemma O'Neill
Phone:
E-Mail: procurement@penlon.com

Ship-to Address:

Simon Plaisted

Bill-to Address:

Penlon Limited
Abingdon Science Park
Barton Lane
Abingdon
Oxfordshire
OX14 3NB

Supplier ID:1004357

Our Account Number:00009050

Please supply the undermentioned goods and services.
Invoices should be sent to the above address quoting the purchase order number.

A Delivery Note must accompany the goods.

Manufacture to part number and revision level stated. Changes to the specification will NOT be accepted without prior written agreement. When electronic files are sent, the drawing is always taken as primary document.

Yours faithfully,
Gemma O'Neill

Item	Product ID	Revision No	Product Description	Quantity/ UoM	Delivery date/ Service period	Net Price/ PriceUnit	Net Value/ Limit
1			Maxtec Oxygen Sensor MAX-14 (Fluke)	5 ea	22 Feb 2024	82.90 GBP per 1 ea	414.50 GBP
Remark for Supplier: QUOTE QVM148287							

Total Value: 414.50 GBP

Payment Terms: 30 days due net

General Instructions:

NO DELIVERIES (UNLESS REQUESTED) ON FRIDAYS
Supplied products must be RoHS Compliant to EU Directive 2011/65/EU
Substances hazardous to health must be supplied with a Safety Data sheet

Penlon Limited - Supplier Terms and Conditions

1. Definitions and Interpretation: "Applicable Laws" means all applicable laws, enactments, orders, regulations and guidance; "Force Majeure Event" means an event

Purchase Order:165401

Page: 2/3

beyond a party's reasonable control including strikes, lock-outs or other industrial disputes, failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any Applicable Law, fire, flood or storm; "**Losses**" means any and all damages, losses, liabilities, claims, actions, costs and expenses; "**Penlon**" means Penlon Limited, registered number 03228364, 1-5 Barton Lane, Abingdon Science Park, Abingdon, Oxfordshire OX14 3NB; "**Specification**" means any description in the relevant Order or such other document as agreed between Supplier and Penlon in relation to the supply of the Products and/or Services; "**Terms**" means these terms and conditions. The words "other", "including" and "in particular" or any similar expression will be construed as illustrative and will not limit the sense of the words preceding those terms. A reference to writing or written includes e-mail. In the event of any conflict or ambiguity between these Terms and the Order, the Order will take precedence.

2. **Orders:** These Terms apply to all orders for products ("**Products**") and/or services ("**Services**") placed by Penlon with you ("**Supplier**"). An order will be deemed to be accepted by Supplier on the earlier of: (a) Supplier accepting the order in writing; and (b) Supplier doing any act consistent with fulfilling the order, at which point a binding contract between Supplier and Penlon for the supply of the Products/Services incorporating these Terms will be formed (an "**Order**"). These Terms apply to the exclusion of any Supplier terms.
3. **Supply:** Supplier will supply the Products and/or perform the Services: (a) using reasonable skill and care; and (b) in accordance with the Specification, the Order, these Terms, Applicable Laws, and good industry practice. Products supplied to Penlon by Supplier will be: (c) of satisfactory quality, fit for purpose and free from defects in design, materials, and workmanship; (d) accompanied by all instructions and literature; (e) properly packaged in a suitable manner for transportation, storage, and handling; and (f) clearly labelled. In supplying Services, Supplier will: (g) co-operate with Penlon in all matters relating to the Services and comply with Penlon's reasonable instructions; and (h) use personnel who are suitably skilled and experienced to perform the tasks assigned to them.
4. **Delivery:** Supplier will deliver the Products on the date and to the location specified in the Order. Delivery of the Products will be deemed to have taken place at the point of completion of the unloading of the Products at the specified delivery location, or, if the Products are to be collected by Penlon, at the point of completion of loading of the Products onto Penlon's vehicle or that of Penlon's agent. All delivered Products will be accompanied by a delivery note from Supplier showing the Order number, the type and quantity of Products included in the Order. Supplier is responsible for ensuring that the Products arrive in good condition and are adequately protected during transportation and delivery. Supplier will be responsible for obtaining all and any necessary import or export licences or permits and payment of any customs duties, clearance charges, taxes, brokers' fees, and other amounts payable in connection with the delivery, import or export (as applicable) of the Products, unless otherwise agreed with Penlon.
5. **Acceptance and Defective Products:** Penlon will not be deemed to have accepted any Products until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Products, until a reasonable time after the latent defect has become apparent. If any Products (including repaired or replacement Products) delivered to Penlon do not comply with all of the requirements of these Terms, without limiting any other right or remedy that Penlon may have, Penlon may reject those Products and: (a) require Supplier to repair or replace the rejected Products at Supplier's risk and expense within a reasonable time of their inspection by Penlon; and/or (b) require Supplier to repay the price of the rejected Products in full (whether or not Penlon has previously required Supplier to repair or replace the rejected Products); and (c) require Supplier to reimburse Penlon for any resulting Losses. Penlon's rights and remedies under this Clause 5 are in addition to the rights and remedies available to it by law.
6. **Risk and Title:** Risk in the Products will pass to Penlon on completion of delivery. Title to the Products will pass to Penlon upon the earlier of: (a) completion of delivery; and (b) payment being made by Penlon for the Products. If title to the Products passes to Penlon prior to delivery pursuant to then, until delivery, Supplier will hold such Products as Penlon's fiduciary agent and bailee and will at all times keep the Products separate from those of Supplier and third parties and properly stored, protected, and insured against all risks and identified as Penlon's property. Penlon will be entitled to repossess any of the Products in which it retains title and Penlon and its agents or representatives will be entitled at any time and without notice to enter upon any premises in which the Products are stored or kept.
7. **Performance:** Supplier will perform the Services on the dates and at the location(s) specified in the Order or such other dates or locations as agreed by the parties in writing. If any Services are not supplied by the agreed date for performance, or the Services as supplied do not comply with all of the requirements of these Terms, without limiting any other right or remedy that Penlon may have, Penlon may: (a) require Supplier to re-perform the non-compliant Services at Supplier's risk and expense within the timeframe specified by Penlon; (b) require Supplier to repay the price of the non-compliant Services in full; (c) refuse any subsequent supply of Services which Supplier attempts to make; (c) require Supplier to reimburse Penlon for any resulting Losses.
8. **Price and Payment:** The price payable by Penlon for the Products and/or Services will be as set out in the Order. Unless otherwise agreed by the parties in writing Supplier will be entitled to invoice Penlon for each Order on or at any time after delivery of the Products specified in the relevant Order or completion of the Services. Each invoice will quote the relevant Order number. Payment will be made by Penlon within thirty (30) days of receipt of a valid VAT invoice or as otherwise agreed between the parties. If Penlon disputes any invoice, Penlon will immediately notify Supplier in writing. The parties will negotiate in good faith to attempt to resolve the dispute promptly. Supplier will provide all such evidence as may be reasonably necessary to verify the disputed invoice or request for payment. Penlon may set-off any liability of Supplier to Penlon against any liability of Penlon to Supplier. Any exercise by Penlon of its rights under this Clause 8 will not limit or affect any other rights or remedies available to it under these Terms or otherwise. If any sum payable by either party to the other pursuant to an Order or these Terms is not paid when due then, without prejudice to other party's rights under these Terms, the non-defaulting party will be entitled to charge interest on the overdue amount from the due date until payment is made in full at two per cent (2%) per annum over Lloyds Bank plc base lending rate from time to time.
9. **Cancellation Rights:** Penlon may by written notice to Supplier cancel an Order, or any part of it, for any reason at any time prior to delivery of the Products or commencement of the Services. Penlon will pay for any costs reasonably incurred by Supplier in fulfilling the Order up until the date of cancellation. If Penlon has paid for all or part of the Products and/or Services in advance of the date of cancellation, Penlon may require Supplier to: (a) repay to Penlon all such amounts less any costs reasonably incurred by Supplier in fulfilling the Order up until the date of cancellation; or (b) deliver the Products and/or Services to Penlon up to the value of the amounts paid. Without prejudice to any other right or remedy Penlon may have, Penlon may cancel an Order immediately in whole or in part by giving written notice to Supplier if any of the following circumstances occurs: (a) Penlon becomes aware or reasonably suspects unauthorised disclosure of its Confidential Information; (b) Supplier commits a material breach of these Terms; or (c) Supplier enters into an formal insolvency procedure; or suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business.
10. **Warranties:** Supplier warrants that: (a) it holds full, clear and unencumbered title to all of the Products supplied to Penlon; (b) it complies with all Applicable Laws relating to

anti-bribery, anti-corruption, modern-day slavery and human trafficking; and (c) it will not (directly or indirectly) assist any other person or organisation to use any child labour in the manufacture of its Products or in the supply of the Products or Services; and (d) it will co-operate with Penlon in all matters relating to the Services and comply with all instructions of Penlon.

11. **Confidentiality:** Each of the parties will keep confidential the Confidential Information of the other party and will use the other party's Confidential Information only for the performance of an Order, except where disclosure to a party's employees, contractors or officers is necessary for the proper and effective performance of the relevant Order or disclosure is required by law or regulation. "**Confidential Information**" includes all information not publicly known and which relates to the relevant party's business, products, customers, financial or other affairs, including information concerned with the operation of any process, trade secrets, the marketing of products or services, drawings, designs, and any intellectual property rights. Each of the parties will ensure that their respective employees, agents, sub_contractors or nominees will comply with the requirements of this Clause 10 and use at least the same standard of care in relation to the Confidential Information of the other party as if it were Confidential Information of their own.
12. **Liability:** Penlon's total liability arising under or in connection with these Terms, whether arising in contract, tort (including negligence), or for breach of statutory duty or misrepresentation, or otherwise, will be limited to the price paid for the relevant Order, provided that nothing will limit Penlon's liability for: (a) death or personal injury caused by its negligence; or (b) for fraudulent misrepresentation; or (c) any other liability that cannot be excluded or limited by law.
13. **Insurance:** From the date of the Order until a period of 6 years after delivery of the Products and/or completion of the Services, Supplier will obtain and maintain, at its expense, with reputable insurance companies insurance sufficient to cover and meet its liabilities and obligations as set out in these Terms and provide a copy of such policy at Penlon's request.
14. **Data Protection:** If Supplier or Penlon need to process personal data for the purposes of these Terms, such personal data will be processed in accordance with the General Data Protection Regulation (Regulation (EU) 2016/679, relevant implementing legislation in the UK and any other applicable law relating to data protection or the privacy of individuals ("**Data Protection Legislation**") and neither party will knowingly cause the other party to breach Data Protection Legislation. Prior to processing personal data under these Terms, the parties will conclude an appropriate data processing agreement or joint controller agreement as necessary.
15. **Force Majeure:** Neither party will have any liability or responsibility for failure to fulfil any obligation under these Terms so long as, and only to the extent to which, the fulfilment of such obligation is prevented, frustrated, hindered, or delayed as a consequence of a Force Majeure Event. A party claiming the benefit of this Clause 14 will, as soon as reasonably practicable after the occurrence of a Force Majeure Event: (a) notify the other party of the nature and extent of such Force Majeure Event; and (b) use all reasonable endeavours to remove any such causes and resume performance under these Terms. Either party may cancel an Order if a Force Majeure Event prevents the other party from performing its obligations under such Order for any continuous period of one (1) month.
16. **Miscellaneous:** (a) Supplier will ensure that all subcontractors used by Supplier for the performance of an Order comply with these Terms. Supplier will be liable for the acts and omissions of any subcontractor as if they were Supplier's own acts or omissions; (b) Any provisions which expressly or by implication are necessary for the enforcement or interpretation of these Terms after cancellation or completion of an Order will survive such cancellation or completion; (c) These Terms together with the relevant Order and Specification constitute the entire agreement between the parties relating to an Order to the exclusion of all other terms, (including any standard terms of Supplier) and supersede any previous arrangement, understanding or agreement between them relating to the subject matter of the relevant Order; (d) Nothing in these Terms will be deemed to constitute an employment relationship between the parties nor will anything in these Terms be deemed to constitute one party the agent of the other for any purpose; (e) No variation to these Terms will be binding on either party unless made in writing; (f) No failure or delay by either party to exercise any right or remedy provided under these Terms or by law will constitute a waiver of that or any other right or remedy; (g) Save where expressly stated otherwise, these Terms are not intended to confer any rights on any person who is not a party to it and no such person will have any right to enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
17. **Notices:** Any notice or other communication required to be given under these Terms will be in writing and delivered by hand or registered mail in the case of Penlon to its Chief Executive, Abingdon Science Park, Barton Lane, Abingdon, OX14 3NB, UK and in the case of Supplier to its Chief Executive at its registered address, or to such other person and address as notified by Supplier to Penlon in writing for such purpose.
18. **Governing Law and Jurisdiction:** These Terms, the jurisdiction provision contained in these Terms and all non-contractual obligations arising in any way whatsoever out of or in connection with an Order are governed by, construed, and take effect in accordance with English law. The courts of England have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise in any way whatsoever out of or in connection with an Order (including claims for set_off or counterclaim) or the legal relationships established by such Order.