

Order n. /date
4500908646 / 19.02.2024

VIAMED LTD
15 STATION ROAD
CROSS HILLS
BD20 7DT

Your vendor number with us
40066286

Please deliver to:
Vivisol
Broadleys Road
Springkerse Industrial Estate
Stirling FK7 7ST

Delivery Date **28.02.2024**

Paym.Terms: NET 30 DAYS

Item	Material	Description				
10	X99426	Maxtec UltramaxO2 Oxygen analyser				
	Qty 10 NU	Un.Pr.	598.00	GBP	Tot	5,980.00
	Manufacturer part number 111265					
Total net value				GBP		5,980.00

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*** NOTE FOR SUPPLIER ***

REFERENCE YOUR LAST PRICE LIST IN OUR HAND

GENERAL CONDITION OF PURCHASE

ALL THE GENERAL CONDITION PROVIDED HEREIN SHALL BE APPLIED UNLESS EXPRESSED WRITTEN DEROGATION. CLAUSES PROPOSED BY THE SELLER SHALL BE VALID ONLY IN CASE OF WRITTEN ACCEPTANCE.

PRICES ALL PRICES PROVIDED IN THE ORDER ARE FIXED. EVENTUAL VARIATION OF THE COST OF RAW MATERIALS OR LABOUR THAT SHOULD TAKE PLACE SUCCESSIVELY TO THE ISSUE OF THE ORDER SHALL NOT AFFECT THE AMOUNT OF THE SUPPLYING. YOUR CREDIT SHALL NOT BE TRANSFERRED OR ASSIGNED TO THIRD PARTY.

TERMS OF DELIVERY TIME OF DELIVERY SPECIFIED IN THE ORDER SHALL BE CONSIDERED AS ESSENTIAL. FOR ANY DELAY OR FAILURE WE SHALL BE ENTITLED TO TERMINATE IN WHOLE OR IN PART THE ORDER; TO THIS END WE SHALL HAVE TO CLAIM ANY DAMAGE CAUSED BY SUCH DELAY OR FAILURE.

WARRANTY YOU GUARANTEE THE QUALITY OF THE PRODUCT AND OF THE MANUFACTURING PROCESS SUCH AS THE SPECIFICATION AND THE WORKING CONDITIONS MENTIONED IN THE ORDER.

ANY PART OR UNIT THAT ARE FOUND TO BE DEFECTIVE SHALL BE REPLACED EX WORKS AT YOUR EXPENSES (INCLUDING FREIGHT CHARGES, TRANSPORT COSTS AND OTHER CHARGES INCIDENTAL THERETO). THE DURATION OF THE WARRANTY PERIOD SHALL BE OF 12 MONTHS STARTING FROM THE RECEIPT OF THE PRODUCT, UNLESS A DIFFERENT, LONGER TERM IS AGREED IN WRITING BY THE PARTIES.

TRANSPORT IF THE PRODUCT IS NOT COMPLY WITH THE ORDER, WE SHALL BE ENTITLED EITHER TO REQUIRE AT THE SAME CONTRACTUAL CONDITIONS ITS REPLACEMENT OR TO REFUSE THE QUANTITIES SUPPLIED SAVE IN ANY CASE OUR COMPENSATION FOR THE SUFFERED DAMAGES. PRODUCT REFUSED SHALL REMAIN AT YOUR DISPOSAL.

HANDLING OF PERSONAL DATA EACH PARTY AGREES THAT OWN OR THIRD PARTY'S PERSONAL DATA EXCHANGED IN EXECUTION OF THE ORDER SHALL BE HANDLED IN COMPLIANCE WITH ITALIAN LAW DECREE 196/2003 WHERE APPLICABLE. PARTIES DECLARE TO BE APPRISED OF THE RIGHTS RESERVED TO THEM BY ART. 7 OF THE AFOREMENTIONED LAW DECREE 196/2003

TRACEABILITY OF PAYMENTS EACH PART ENGAGES THEMSELVES TO THE PRECISE FULFILMENT OF ALL THE DUTIES CONNECTED TO THE TRACEABILITY OF THE FINANCIAL FLOWS AS PROVIDED BY ITALIAN LAW 136/2010, WHERE AND IF APPLICABLE TO THE PRESENT ORDER. THIS PROVISION HAS TO BE CONSIDERED AS ESSENTIAL FOR BOTH PARTIES. IN CASE OF DEFAULT, THE DEFAULTING PARTY SHALL HAVE THE RIGHT TO TERMINATE THIS ORDER PROVIDED THAT PRIOR TO SUCH TERMINATION IT SHALL NOTIFY TO THE OTHER PARTY OF THE DEFAULT STATING A TERM OF 15 CALENDAR DAYS FROM THE RECEIPT OF SUCH NOTICE TO REMEDY THE DEFAULT. SHOULD THE DEFAULT REMAIN UNREMEDIED, THE NON DEFAULTING PARTY MAY TERMINATE THIS ORDER AND, IN THIS CASE, IT SHALL HAVE TO CLAIM ANY CONSEQUENT DAMAGES.

CODE OF ETHICS AND ORGANISATION, MANAGEMENT AND CONTROL MODEL PURSUANT TO ITALIAN LEGISLATIVE DECREE 231/01: THE WRITER HAS ADOPTED A CODE OF ETHICS AND A MODEL OF ORGANIZATION MANAGEMENT AND CONTROL IN ORDER TO ENSURE COMPLIANCE WITH THE FUNDAMENTAL PRINCIPLES OF LEGALITY, HONESTY AND FAIRNESS, AND TO ITALIAN LEGISLATIVE DECREE 231/2001 GOVERNING THE ADMINISTRATIVE RESPONSIBILITY OF LEGAL PERSONS. THE SUPPLIER ACKNOWLEDGE THAT HAS READ THESE DOCUMENTS (AVAILABLE ON THE WEBSITE WWW.SOL.IT) AND UNDERTAKES TO COMPLY STRICTLY WITH THE PRINCIPLES CONTAINED IN THE CONDUCTION OF THE ACTIVITIES OF THE ORDER / AGREEMENT, AS APPLICABLE TO ITS STAFF. IF THIS ORDER / CONTRACT CONCERNS AN ACTIVITY OF ADVICE, THE PROVIDER, WITH SPECIAL REFERENCE TO THE IMPLEMENTATION OF THE PRINCIPLES RESULTING FROM THE SECTION "EXTERNAL RELATIONS WITH STAFF AND CONSULTANTS" OF THE CODE OF ETHICS OF SOL GROUP DECLARES HE DOES NOT COVER POSITIONS IN PUBLIC BODIES WITH WHICH THE WRITER HAS ONGOING NEGOTIATIONS FOR THE SUPPLY OF GOODS AND SERVICES. IN ANY CASE IT IS UNDERSTOOD THAT ANY ASSIGNMENT BY SUCH BODIES SHALL BE IMMEDIATELY NOTIFIED BY WRITING. THE SUPPLIER AGREES ALSO TO REPORT ANY VIOLATIONS OF THE CODE OF ETHICS OF WHICH HE BECOMES AWARE. THE REPORT CAN BE SENT AT THE E-MAIL ODV@SOL.IT / ODV@VIVISOL.IT. THE PARTIES EXPRESSLY AGREE THAT IN THE EVENT OF APPLICATION AGAINST THE SUPPLIER OF PENALTIES ACCORDING TO THE LEGISLATIVE DECREE 231/01, THE WRITER RESERVES THE RIGHT TO TERMINATE THIS ORDER / CONTRACT, THE WRITER KEEPS THE RIGHT TO ASK FOR COMPENSATION FOR ALL DAMAGES.

HEALTH, SAFETY AND ENVIRONMENTAL POLICY: WHEREAS THE WRITER HAS ADOPTED A HEALTH AND OCCUPATIONAL SAFETY AND ENVIRONMENTAL PROTECTION MANAGEMENT SYSTEM, WITH REFERENCE, RESPECTIVELY, TO BS OHSAS 18001 AND STANDARD ISO 14001, THE SUPPLIER ACKNOWLEDGE THAT HE HAS READ THE DOCUMENT OF THE POLICY ON HEALTH AND SAFETY AND ENVIRONMENTAL PROTECTION PUBLISHED ON THE SITE WWW.SOL.IT (AND, IF PRESENT, THE POLICY ISSUED BY THE REFERENCE LOCAL UNIT) AND UNDERTAKE TO COMPLY, IN THE PERFORMANCE OF ITS ACTIVITIES, THE PRINCIPLES CONTAINED ON IT. HE AGREES TO ALLOWING ACCESS TO ITS PRODUCTION FACILITIES TO THE STAFF OF THE WRITER IN CHARGE OF AUDITING.

OTHER PROVISIONS

IN CASE THE PRODUCT IS SUBJECT TO THE PRESCRIPTION OF LAW CONCERNING "CE" TRADEMARK IT SHALL BE SUPPLIED PROVIDED WITH:

- MANUFACTURER NAME AND IDENTIFICATION
- "CE" TRADEMARK AND LOT NUMBER AFFIXED ON THE PRODUCT
- CONFORMITY DECLARATION
- OPERATING INSTRUCTION AND MAINTENANCE MANUAL

IN CASE THE PRODUCT IS SUBJECT TO THE PRESCRIPTION OF LAW CONCERNING "DANGEROUS SUBSTANCES AND COMPOUNDS", AT THE FIRST DELIVERY IT SHALL BE SUPPLIED PROVIDED WITH THE RELEVANT SAFETY SHEET.

ANY DELAY RESPECT TO THE TERM OF THE DELIVERY PROVIDED IN THE ORDER SHALL CAUSE THE CONSEQUENTIAL POSTPONEMENT OF 30 DAYS OF THE TERMS OF PAYMENTS.

NO REMARKS RECEIVING WITHIN 5 DAYS FROM THE DATE OF ITS SENDING THIS ORDER SHALL BE INTENDED AS DEFINITELY ACCEPTED TOGETHER WITH ITS AFOREMENTIONED GENERAL PROVISIONS

DISPUTES ANY CONTROVERSY, CLAIM OR DISPUTES RELATED TO INTERPRETATION, CARRYING OUT OF OBLIGATIONS, BREACH, TERMINATION, ENFORCEMENT OF THIS ORDER SHALL BE SETTLED BY COURT OF MILAN.