

Purchase Order



Viamed Ltd
15 Station Road
Cross Hills
Keighley
BD20 7DT

Ship-to address

Milton Park
126B Olympic Avenue
Abingdon
Oxfordshire
OX14 4SA

Purchase Order No.	: 26957
Supplier No.	: S001992
Doc. date	: 26/02/2025
Payment terms	:
Delivery date	: 26/02/2025
Supplier ref.	:
Contact Person	: Steve Hardaker

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Item no.	Item Description	Qty.	Price	Total GBP
1	I016151 MaxO2+AE Oxygen Analyser	1.00	384.00	384.00
	Supplier Ref: 0111261			
2	I016152 MAX-250E Oxygen Sensor	1.00	69.00	69.00
	Supplier Ref: 0110429			
Total				453.00
Freight				12.00
Purchase Order Value				465.00
Tax				93.00
Purchase Order Total GBP				558.00

Please note that our Goods In Opening Hours are 8:30-16:30. If you are delivering goods on a pallet please advise purchasing@p2i.com so that we can arrange for a forklift.

All Purchase Orders are placed subject to and incorporating the P2i Conditions of Purchase

P2i CONDITIONS OF PURCHASE

1. CONDITIONS These P2i Conditions of Purchase ("Conditions") shall exclusively apply to all purchases of products ("Products") made by P2i from Seller. In these Conditions, P2i shall mean P2i Limited and any entity partly or wholly owned by it ("P2i"). These Conditions supersede and exclude any other terms and conditions which may be written on or referred to in any quotation, confirmation, delivery order, invoice or other document in any media used by Seller, and in selling Product(s) to P2i, Seller shall be deemed to have fully accepted these Conditions. No modification, alteration, addition or amendment to these Conditions shall be valid, unless accepted in writing by P2i. A valid written purchase agreement for the Products between the Parties shall nevertheless prevail over these Conditions as of the effective date of such agreement. These Conditions shall be applied between Seller and P2i in relation to any Product(s) sold and/or delivered by Seller to a contract manufacturer of P2i to (i) manufacture any products, or parts thereof, for P2i and/or (ii) purchase, assemble and/or incorporate any Product(s) into other products being sold by the contract manufacturer to P2i directly or indirectly. P2i undertakes no liability for the performance and/or non-performance of such contract manufacturer's contractual or other obligations towards Seller.

2. PRODUCTS Each Product delivered by Seller to P2i shall meet all specifications and other requirements approved by P2i. Change(s) to any specification, requirement, manufacturing process and/or substance and/or place of manufacturing of a Product and/or that may affect the quality, fit, form and/or function of any Product is subject to P2i's express prior written approval. On request, Seller shall inform P2i in writing of all substances in the Products. Seller agrees to inform P2i about export or re-export restrictions and regulations. P2i shall have the exclusive rights in all aspects to any and all P2i Product(s) customised for P2i and to their specification(s). With regard to any such customised Product(s) and/or any customised part of a Product, P2i may sell, manufacture, have manufactured by a third party and/or otherwise use, license and/or commercialise any of them without charge. Seller shall not directly or indirectly manufacture, sell or otherwise use or commercialise any customised Product and/or any customised part of a Product for or to any other party (including itself or any of its affiliated companies) without P2i's express prior written consent.

3. OFFER Seller's quotations and offers including measurement and technical information mentioned in any specifications, catalogues, brochures or pictures or otherwise and connected with Product(s) shall be binding on Seller. P2i shall have no minimum ordering or purchase commitment for Products. Seller agrees to deliver Products in accordance with P2i's purchase orders.

4. TERMS OF DELIVERY AND PASSING OF TITLE Unless otherwise agreed, the term of delivery is DDP (to the address specified by P2i) (Incoterms 2010). Title to Products shall pass to P2i on arrival at P2i's specified address. P2i may, without any liability and/or charge against Seller, on written notice, reschedule and/or cancel any and all parts of deliveries of Products up to seven (7) days prior to the agreed delivery.

5. TIME OF DELIVERY Time is of the essence. The required date of delivery is defined in purchase orders or in other documents or forecasts issued by P2i. Any change in the date of delivery is subject to the prior written approval of P2i. P2i is not obliged to take Products into its possession before the date of delivery. Partial deliveries are not allowed, unless accepted by P2i in writing. Seller shall, as soon as Seller becomes aware of the delay, inform P2i in writing. This duty does not limit Seller's liabilities resulting from late delivery. Seller shall use its best efforts at Seller's sole risk and expense, to minimise any delay. If a delivery is delayed due to reasons attributable to the Seller, P2i is entitled to cancel the respective delivery without liability. Until P2i cancels the delivery, P2i is entitled to liquidated damages at the rate of 2% of the sales price of the delayed Products per week of delay up to a maximum of 10%. P2i may deduct such liquidated damages from any invoice of Seller. The Parties agree that such liquidated damages represent a reasonable pre-estimate of the losses which P2i will suffer as a result of such delayed deliveries.

6. SALES PRICES The sales price(s) are gross amounts, exclusive of any value added tax (VAT). Seller warrants that the sales prices for the Products are not less favourable than those extended to any other customer for similar goods in equal or lesser quantities.

7. PAYMENT TERMS The payment term is thirty (30) days net after the later of receipt of the Product or date of invoice. P2i may withhold payment if Seller has not delivered the ordered Products in full quantities and/or if any Product does not strictly conform to the specifications and other requirements.

8. PACKING, LABELLING, BAR CODING AND STORAGE The packing, labelling and bar coding of Products shall be carried out as required by P2i. In the absence of any written instructions, Products shall be packed in accordance with best industry practise. Seller shall inform P2i of any requirements relating to the storage of Products. Sales prices shall include the cost of packing, labelling and bar coding and all protection required to prevent damage to or deterioration of the Products during transport and storage. Seller agrees to indemnify P2i against any damage due to improper packing and protection.

9. ENVIRONMENT AND COMPLIANCE WITH LAWS Seller agrees to comply with P2i's environmental policies and guidelines which are available from P2i on request. Seller agrees to be responsible for recycling and other environmental aspects of the Products. Seller agrees to comply with all laws, legislation, regulations and rules applicable to Products and/or the manufacturing process.

10. P2i PROPERTY All drawings, technical documents, tooling, data, software and other material provided by P2i to Seller and/or produced by Seller for P2i remain and/or become the property of P2i, unless otherwise agreed between the Parties in writing. Seller is not allowed without P2i's express prior written consent, to use, copy, reproduce, hand over or in any other way utilise such material.

11. INSPECTIONS Seller shall carry out all inspections of the Products and shall ensure that the Products meet all specifications and other requirements specified by P2i. P2i may inspect Products upon delivery. Any acceptance of Products by P2i, with or without inspection, shall not to any extent release Seller from any of its obligations to deliver Products that meet the specifications and fulfil the requirements of P2i nor limit P2i's right to make claims relating to the Products or to the de-liveries, if any Product is later found not to meet the specifications or the requirements of P2i. P2i reserves the right, by itself or through its appointed representative, during regular business hours and following reasonable notice to Seller, to inspect Seller's physical production premises and Seller's quality control procedures, in order to verify compliance with the specifications, the manufacturing process, the requirements of P2i and other standard industry practices and procedures.

12. WARRANTY Seller warrants that all Products shall be new, unused, in good working condition, free from all defects (including but not limited to defects arising out of design, materials and/or workmanship), of the highest quality, fit for the purpose for which they are intended and in strict conformity with the specifications and the requirements of P2i for a period of twenty-six (26) months from the date of delivery to P2i. The foregoing warranty is in addition to all other warranties, express or implied, to which P2i is entitled at law or in equity. If P2i finds any Products do not meet the warranty, P2i may, at its sole option (i) require Seller to promptly replace Products at Seller's sole risk and expense; (ii) require Seller to promptly reimburse to P2i the sales price of all Product(s) not meeting the warranty; (iii) require Seller to promptly repair the Products at Seller's sole risk and expense; (iv) repair the Products or cause the Products to be repaired by any third party at Seller's sole risk and expense, or (v) cancel the respective delivery with immediate effect in whole or in part if P2i reasonably considers that none of the actions mentioned in (i) to (iv) is feasible or effective. P2i has the right to deduct the value of the rejected Products from any invoice of Seller. The foregoing remedies are in addition to all other remedies at law or in equity that P2i may have.

13. LIABILITY AND INTELLECTUAL PROPERTY INDEMNITY AND DEFENCE Seller agrees to defend, indemnify and hold harmless P2i and its officers, directors, employees, agents, sub-contractors, contract manufacturers and customers against all claims, suits, actions, demands and proceedings and all damages, costs, expenses and liabilities (including but not limited to attorneys' fees and costs) arising from or related to (i) product liability, product safety and/or personal injury, including but not limited to death; and/or (ii) loss or damage to any property; and/or (iii) any other liability attributable to any act or omission of Seller, any Product and/or any manufacturing process of any Product; and/or (iv) any claim of in-fringement of any intellectual property right which may be attributable to any Products or use thereof by P2i. In addition, at P2i's sole discretion, and without limiting any indemnification rights, Seller shall at its sole risk and expense either (i) modify the Products to avoid the allegation of infringement, while at the same time maintaining compliance of the Products with the specifications and other requirements referred to in these Conditions, or (ii) obtain for P2i at Seller's sole risk and expense a license to continue using and exploiting the Products in accordance with these Conditions free of any liability or restriction and without time limitation.

14. LIMITATION OF LIABILITY Excluding warranty claims under s.12, Indemnification claims and costs under s.13 as well as confidentiality obligations under s.15, neither Party shall under any circumstances be liable for any special, indirect, consequential or incidental damage and/or other similar damage arising under or in connection with these Conditions, any purchase order and/or any Product(s), unless such damage is caused by wilful misconduct. Notwithstanding anything to the contrary in any of these Conditions, any co-operation, requirement, request, direction, instruction, acceptance, consent, approval or other similar action (or lack of) by P2i shall not in any way or to any extent release Seller from any obligations under these Conditions, unless expressly agreed to by P2i in writing.

15. CONFIDENTIALITY Each Party agrees to keep confidential any technical, commercial, business related, financial or company information including samples received in whatever form from the other Party and/or the other Party's agents, sub-contractors, contract manufacturers and/or customers. Each Party shall protect all such information from improper, unauthorised, negligent, or other transfer to any third party. Any signed and valid non-disclosure agreement between the Parties covering any Product(s) shall be applied as intended. P2i may disclose confidential information to those of its subcontractors and affiliates with a bona fide need to know such information.

16. ASSIGNMENT AND SEVERABILITY Seller may not assign any of its rights or obligations in relation to any Products or these Conditions without the express prior written consent of P2i. If any provision of these Conditions is held to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

17. INSURANCE Seller shall at all times maintain in force, and upon request give evidence of, adequate insurance to cover all obligations, undertakings, guarantees, warranties and indemnities attributable to Seller in accordance with these Conditions or otherwise, in relation to any purchase order and/or in relation to any Product(s).

18. GOVERNING LAW AND DISPUTE RESOLUTION These Conditions shall be governed by and construed in accordance with the laws of England & Wales. Any disputes relating to or arising in connection with any Products and/or these Conditions shall be referred to the exclusive jurisdiction of the English Courts. The UN Convention on Contracts For The International Sale of Goods (CISG) shall not apply.

19. THIRD PARTIES A person who is not a party to this Agreement shall not have the right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.