

Purchase Order



Order Number:	MMU-1001315-PO
Version No:	0
Requested By:	Christa Carbry
Department:	Tech Services Laboratories
Phone Number:	44-+441612475532
Email Address:	C.CARBRY@MMU.AC.UK

Tel: 0161 247 2000
VAT Registration Number: GB 108260441

Supplier:	VIAMED LTD	Email Address:	orders@viamed.co.uk	Date:	05/09/2025
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All invoices and credit notes must quote full order number and site address and be emailed to invoices@mmu.ac.uk in either a PDF, JPEG, Tiff or Doc format. Each invoice must be submitted as a separate file.
Alternatively Invoice can be created via Supplier Portal providing you have the relevant access.

Supplier:	VIAMED LTD 15 Station Road Cross Hills KEIGHLY BD20 7DT	Delivery Address	
		Shipping Address:	99 Oxford Road MANCHESTER M1 7EL UNITED KINGDOM
		Requested For:	Christa Carbry
		Requested By:	Christa Carbry
		Department:	Tech Services Laboratories
		Phone Number:	44-1612475532
		Email Address:	C.CARBRY@MMU.AC.UK

Line No	Item Description	Supplier Item	Date Required	UOM	Qty	Unit Rate	Unit Price (GBP)	Net Amount (GBP)	VAT Amount (GBP)	Gross Amount (GBP)
1	Product Code: 0110081 - Teledyne Oxygen Sensor UFO 130-2		07/09/2025	Each	8		167.2	1,337.60	267.52	1,605.12
	VAT Exemption:									

Total(GBP)	167.20	1,337.60	267.52	1,605.12
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Important Instructions to Suppliers/Vendors:

Where possible, please submit your invoices via the Oracle Supplier Portal, alternatively, send directly to the Accounts Payable team via invoices@mmu.ac.uk

Please quote your purchase order number on all correspondence with the University.

Should you require any support in relation to this purchase order, please contact the Procurement Team via Selfserviceprocurement@mmu.ac.uk

Terms and Conditions:

By accepting this Purchase Order, you are agreeing to be bound by the Manchester Metropolitan University's standard Terms and Conditions attached to this Purchase Order, unless other terms are agreed in writing by the parties. For the avoidance of doubt, no other terms and conditions contained in any invoice, sales literature, tender document, delivery or other document, shall apply to the purchase of goods and/or services set out in this Purchase Order.

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THE MANCHESTER METROPOLITAN UNIVERSITY - TERMS AND CONDITIONS OF PURCHASE FOR GOODS & SERVICES ("Conditions")

1. In these Conditions, the following expressions will have the following meanings unless inconsistent with the context:

Contract: the contract between Man Met and the Supplier consisting (in order of precedence), and subject to any variation under Condition 3, of the Purchase Order (and any Purchase Order Amendment (if relevant)) or Letter of Tender Acceptance or LOI, these Conditions, any other documents (or parts thereof) specified in the Purchase Order (and any Purchase Order Amendment (if relevant)) or Letter of Tender Acceptance or LOI;

Goods: any goods which the Supplier supplies to Man Met (including any part of them) under a Contract;

Letter of Tender Acceptance: any authorised letter of tender acceptance given by Man Met to the Supplier in response to the Supplier's tender bid submission; "LOI" any legally binding letter of intent given by Man Met to the Supplier (incorporating these Conditions) for Goods and/or Services;

Man Met: the Manchester Metropolitan University at Ormond Building, Lower Ormond Street, Manchester M15 6BX;

Package/Packaging: any type of package including without limitation bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers;

Personal Data has the definition provided in article 4 of the UK General Data Protection Regulation and means any personal data processed by the Supplier in the delivery of the Services;

Personal Data Breach has the definition provided in article 4 of the UK General Data Protection Regulation;

Price the price as defined in Condition 4;

Privacy Laws means (a) any law, statute, declaration, decree, directive, legislative enactment, order, ordinance, regulation, rule or other binding restriction (as amended, consolidated or re-enacted from time to time) which relates to the protection of individuals with regards to the processing of Personal Data to which a Party is subject, including the UK General Data Protection Regulation, the Data Protection Act 2018 and all legislation enacted in the UK in respect of the protection of Personal Data; as well as the Privacy and Electronic Communications (EC Directive) Regulations 2003; and (b) any code of practice or guidance published by the ICO (or equivalent regulatory body) from time to time;

Purchase Order: any authorised purchase order of Man Met (incorporating these Conditions) for Goods and/or Services;

Purchase Order Amendment: any authorised Purchase Order amendment form or series of Purchase Order amendment forms, each Purchase Order amendment form having precedence over any earlier Purchase Order amendment form;

Supplier: the person, firm or company to whom the Purchase Order or Purchase Order Amendment or Letter of Tender Acceptance or LOI (as appropriate) is addressed;

Services: any services which Man Met receives from the Supplier (including any part of them) under a Contract;

Specifications: the technical description (if any) of the Goods and/or Services contained or referred to in either the Purchase Order, Purchase Order Amendment or Letter of Tender Acceptance or LOI (as appropriate);

The headings in these Conditions are intended for reference only and do not affect their construction.

2. FORMATION

- 2.1. These Conditions shall be deemed to be incorporated in the Contract. If in any particular case any of these Conditions shall be held to be invalid or shall not apply to the Contract the other Conditions shall continue in full force and effect.

- 2.2. Each quotation for Goods and/or Services from the Supplier will be deemed to be an offer by the Supplier to provide the Goods and/or Services upon these Conditions. The Contract is only formed when either:

2.2.1. An official Purchase Order signed by Man Met's authorised signatory; or

2.2.2. A Letter of Tender Acceptance signed by Man Met's authorised signatory; or

2.2.3. A LOI signed by Man Met's authorised signatory, is served by Man Met on the Supplier. Delivery of the Goods and/or performance of the Services in response to a Purchase Order (or Purchase Order Amendment (if relevant)) or Letter of Tender Acceptance or LOI shall be taken to imply that the

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Supplier has accepted the terms and conditions of this Contract.

3. PURCHASE ORDER AMENDMENT

- 3.1. Man Met shall have the right to send the Supplier a Purchase Order Amendment adding to, deleting or modifying the Goods and/or Services. If the Purchase Order Amendment causes a change to the price or delivery date then the Supplier shall promptly notify Man Met of such change, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier will allow Man Met a minimum of 10 working days to consider any new price and/or delivery date. The Purchase Order Amendment shall only take effect if Man Met accepts in writing any new price and/or delivery date failing which the performance of the Contract will immediately resume as though the said Purchase Order Amendment had not been issued except, where appropriate, Man Met may still exercise its right of cancellation in accordance with Condition 15.1.

4. PRICE AND PAYMENT

- 4.1. The Price for the Goods and/or Services will be the fixed price stated in the Contract. If no price is stated in Contract then the Price shall be a fair price, taking into account prevailing market conditions. The Price shall include all charges including, without limitation, Packaging, packing, shipping, loading, carriage, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT which shall be shown separately.
VAT will be payable in addition in the manner and at the rate prescribed by law from time to time, subject to receipt by the paying party of a valid VAT invoice.
- 4.2. No variation to the Price or extra charges can be made without the prior written consent of Man Met.
- 4.3. Unless otherwise stated in the Contract, Man Met shall pay the Supplier within 30 working days of receipt of a correctly rendered invoice addressed to the department indicated on the Purchase Order or Letter of Tender Acceptance or LOI and stating the Purchase Order or Letter of Tender Acceptance or LOI number. Man Met shall not be responsible for any delays in payment caused by the Supplier failing to comply with Man Met's invoicing instructions as specified in this Condition 4.3. Time for payment shall not be of the essence of the Contract.
- 4.4. Without prejudice to any other right or remedy, Man Met reserves the right to set off any liability of the Supplier to Man Met against any liability of Man Met to the Supplier (in either case howsoever arising and whether any liability is present or future, liquidated or unliquidated and irrespective of the currency).
- 4.5. If any sum under the Contract is not paid when due then that sum will bear interest from the due date until payment in full, before and after judgement, at 1% per annum over Barclays Bank plc base rate from time to time. The Supplier is not entitled to suspend deliveries or performance of the Goods or Services as a result of any sums being outstanding.
- 4.6. If the Contract involves the provision of Services, the Contract constitutes a contract for the provision of Services and not a contract of employment and accordingly, the Supplier shall be fully responsible for and shall indemnify Man Met for and in respect of:
- 4.6.1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the Services or any payment or benefit received by the Supplier in respect of the Services, where such recovery is not prohibited by law. The Supplier shall further indemnify Man Met against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by it in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;
- 4.6.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought against Man Met arising out of or in connection with the provision of the Services.

5. QUALITY AND DESCRIPTION

- 5.1. The Supplier warrants to Man Met that the Goods and/or the Services:
- 5.1.1. Conform in every respect with the provisions of the Contract;
- 5.1.2. Comply with all applicable standards, regulations and current legislation in force in the United Kingdom at the time when the same are supplied;
- 5.1.3. Are new (unless otherwise specified on the Purchase Order (or Purchase Order Amendment (if relevant)) or Letter of Tender Acceptance or LOI) and of sound materials and skilled and careful workmanship;
- 5.1.4. Equal in all respects the Specifications and the samples or patterns provided by either party and accepted by the other;
- 5.1.5. Are capable of any standard of performance specified in the Contract and be of satisfactory quality;
- 5.1.6. Will be performed with due diligence, skill and care;
- 5.1.7. Are free from defects in design, material and workmanship; and
- 5.1.8. If the purpose for which they are required is indicated in the Contract either expressly or by implication, are fit for that purpose.

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6. INSPECTION, TESTING AND SAMPLES

- 6.1. If so, required by Man Met the Supplier shall submit samples of the Goods for Man Met's approval before the bulk of the relevant Contract is delivered or before the bulk of the Services are performed (as the case may be). Such samples should be marked for identification by the Supplier and will be retained by Man Met until the Services are completed or the Goods have been delivered.
- 6.2. Man Met shall be entitled to inspect and test the Goods during manufacture, processing or storage or check the progress of the Services. If Man Met exercises this right, the Supplier shall provide or shall procure the provision of all such facilities as may reasonably be required by Man Met.
- 6.3. If as a result of any inspection or test (pursuant to Condition 6.2) Man Met's representative is of the reasonable opinion that the Goods and/or Services do not comply with the Contract or are unlikely on completion of manufacture or processing so to comply, Man Met may inform the Supplier accordingly and the Supplier shall promptly take such steps as may be necessary to ensure such compliance.

7. DELIVERY

- 7.1. The Goods shall be properly packed, secured and dispatched at the Supplier's expense to arrive in good condition at the time or times and the place or places specified in the Contract unless otherwise prior agreed in writing by the parties.
- 7.2. The Supplier will off-load the Goods at its own risk as directed by Man Met. If the Supplier delivers any Goods at the wrong time or to the wrong place then Man Met may deduct from the Price any resulting costs of storage or transport. The Services will be provided at the address stated in the Contract. The Goods and/or Services will be delivered and/or performed during Man Met's normal office hours on the date or within the period specified in the Purchase Order (or Purchase Order Amendment (if relevant)) or Letter of Tender Acceptance or LOI, or if no such period is specified then within 28 days of the date of the Contract. Time for delivery and/or performance will be of the essence and if Man Met terminates the Contract pursuant to this Condition 7.2, then without prejudice to any other of its rights, Man Met shall have the power to purchase elsewhere and charge the Supplier with any extra expense incurred by Man Met.
- 7.3. Unless otherwise prior agreed by Man Met in writing, it shall have no obligation to pay for or return Packaging whether or not re-usable. If the Contract states that Packaging is returnable, the Supplier must provide full disposal instructions prior to delivery and the Package must be marked clearly to show to whom it belongs. Man Met shall not be liable for any Packaging lost or damaged in transit.
- 7.4. All Goods should be accompanied by a detailed advice note stating the Purchase Order or Letter of Tender Acceptance or LOI number and giving full particulars of the Goods supplied. A copy of the advice note must be sent to Man Met on the day upon which the Goods are delivered and an invoice stating the Purchase Order or Letter of Tender Acceptance or LOI (as appropriate) number must be promptly delivered to Man Met.
- 7.5. If for any reason Man Met is unable to accept delivery of the Goods at the time when the Goods are due and ready for delivery, the Supplier shall (if its/his storage facilities permit) store the Goods, safeguard them and take all reasonable steps to prevent their deterioration until their actual delivery and Man Met shall be responsible for any reasonable and properly incurred costs of the Supplier associated with such storage pursuant to this Condition 7.5.
- 7.6. The Supplier may not deliver the Goods by separate instalments or perform the Services in stages unless prior agreed in writing by Man Met's authorised signatory. If Man Met does not agree, the Contract will be construed as a separate Contract in respect of each instalment or stage, and without prejudice to any other right or remedy, Man Met will have the right to:
 - 7.6.1. Treat all the Contracts for the total Purchase Order or Letter of Tender Acceptance or LOI (as appropriate) as repudiated if the Supplier fails to deliver or perform any instalment at any stage; and
 - 7.6.2. Reject any or all of the instalments for the total Purchase Order or Letter of Tender Acceptance or LOI (as appropriate) if Man Met is entitled to reject any one instalment.
- 7.7. Man Met will not be deemed to have accepted the Goods until it has had 14 days to inspect them following delivery. Man Met will also have the right to reject the Goods as though they had not been accepted for 14 days after any latent defect in the Goods has become apparent.

8. RISK/OWNERSHIP

- 8.1. The Supplier shall bear all risk of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- 8.2. Ownership of the Goods shall pass to Man Met when the Goods have been delivered but without prejudice to Man Met's right of rejection under this Contract.
- 8.3. The Supplier shall maintain such insurance as Man Met may stipulate in respect of the provision of the Goods and/or Services, and as shall be necessary to cover the said liability of the Supplier, and the Supplier shall produce to Man Met on demand a current certificate of insurance from the insurers under such policies.

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9. WORK ON MAN MET'S PREMISES

- 9.1. If the Contract involves any Services which the Supplier is to perform on Man Met's premises then the Supplier, its employees, sub-contractors and their employees and any other person associated with the Supplier shall:
- 9.1.1. Adhere in every respect to the obligations imposed on them by current legislation; and
- 9.1.2. Comply with any regulations and/or codes of practice that Man Met may notify to the Supplier in writing.

10. SAFETY

- 10.1. The Supplier shall observe all legal requirements of the United Kingdom, and all relevant international agreements, in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

11. MAN MET'S EQUIPMENT AND MATERIAL

- 11.1. All drawings, specification (including the Specifications), information ("**Material**") supplied by Man Met to the Supplier in connection with the Contract are confidential and, without Man Met's prior written consent, shall not at any time be published or disclosed or made use of except for the purpose of implementing the Contract.
- 11.2. All jigs, tools, moulds, patterns and other equipment ("**Equipment**") supplied to the Supplier or purchased by Man Met from the Supplier for the performance of the Contract shall be maintained in good condition by the Supplier and the Supplier shall indemnify Man Met against all loss thereof or damage thereto whilst the same are in the Supplier's possession or control. Any Materials and/or Equipment shall only be used for the purpose of manufacturing and supplying the Goods to, or performing the Services for, Man Met and shall remain Man Met's property at all times.
- 11.3. All Packaging supplied by Man Met to the Supplier shall be maintained in good condition and shall remain Man Met's property at all times. At Man Met's request, the Supplier shall promptly return any Material, Equipment and/or Packaging to Man Met.

12. DATA PROTECTION

- 12.1. To the extent that the Services involve the Supplier processing Personal Data, on behalf of or under the instruction of Man Met, the Supplier agrees to:
- 12.1.1. Provide the Services in compliance with all relevant Privacy Laws and not do anything which would put Man Met in breach of its obligations under the Privacy Laws;
- 12.1.2. Only process the Personal Data in accordance with Man Met's instructions and only for the purpose of delivering the Services and not for any other purpose;
- 12.1.3. Implement and maintain the technological and organizational measures to the protect the Personal Data against accidental or unlawful loss, alteration, destructions or unauthorized disclosure dissemination or access or alteration;
- 12.1.4. Not disclose the Personal Data to any third party unless disclosure has been specifically authorized by Man Met and only provide access to the Personal Data to Supplier personnel where such access is necessary for the provision of the Services;
- 12.1.5. Take reasonable steps to ensure the reliability of any Supplier personnel who have access to the Personal Data and ensure that those personnel are subject to appropriate confidentiality obligations in relation to the Personal Data;
- 12.1.6. Notify Man Met in advance where the Supplier will be engaging any subcontractor to deliver part of all of the Services;
- 12.1.7. Ensure that any subcontractors the Supplier engages to deliver part or all of the Services are subject to contractual terms which are substantially the same as, and in any case no less onerous than, the terms set out under this Condition 12;
- 12.1.8. Not transfer the Personal Data outside of the European Union (including for the purposes of this Contract the United Kingdom) without Man Met's prior written authorization;
- 12.1.9. Notify Man Met within 48 hours of identifying an actual or potential Personal Data Breach involving the Personal Data and comply with Man Met's instructions with regards to investigating, remedying and reporting the breach;
- 12.1.10. Permit Man Met or its authorised agents to inspect the Supplier's premises, data processing activities and systems and/or provide access to and be provided with copies of any information necessary to enable Man Met to satisfy itself that the Supplier is complying with its obligations under this Condition 12; and
- 12.1.11. Securely destroy the Personal Data within 1 month of completion of the Services unless Man Met instructs otherwise.

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13. INTELLECTUAL PROPERTY

- 13.1. Where the Goods and/or Services are designed, created or otherwise developed by or for the Supplier pursuant to the Contract, then all intellectual property rights therein or relating thereto throughout the world (including without limitation, patents, copyrights, design rights, registered designs, trademarks, service marks and know-how and the rights to apply for any of the foregoing) ("Intellectual Property Rights") shall belong to Man Met absolutely. The Supplier hereby assigns the Intellectual Property Rights to Man Met with the intent that upon the making or creation thereof the Intellectual Property Rights shall automatically vest in Man Met.
- 13.2. The Supplier shall at Man Met's request (and notwithstanding the termination of the Contract) sign and execute and procure the signature and execution of all such documents and do all such acts as Man Met may reasonably require:
- 13.2.1. To vest the legal title in, apply for, obtain and maintain in force in Man Met's sole name (unless it otherwise directs) any Intellectual Property Rights;
- 13.2.2. To resist any objection or opposition to obtaining, and any petitions or applications for revocation of, any of the Intellectual Property Rights; and
- 13.2.3. To bring any proceedings for infringement of any of the Intellectual Property Rights.
- 13.3. The Supplier irrevocably undertakes that neither it nor any other person will assert against Man Met or any third party any moral rights in or relating to the Intellectual Property Rights and warrants that all such moral rights are irrevocably waived and extinguished. For the purpose of this Condition 13 "moral rights" shall have the meaning ascribed thereto by the Copyright, Designs and Patents 1988 Act (or any statutory amendment or re-enactment thereof) and all rights similar or corresponding thereto subsisting in any other country of the world from time to time.

14. REJECTION

- 14.1. Without prejudice to any other of its rights Man Met may by notice in writing to the Supplier reject any or all of the Goods if the Supplier fails to comply with any of its/his obligations under the Contract.
- 14.2. Man Met shall when giving notice of rejection specify the reason therefore and the Supplier shall remove such Goods at its risk and expense. In such case the Supplier shall:
- 14.2.1. At Man Met's option replace such rejected Goods with goods which are in all respects in accordance with the Contract or credit Man Met with the invoice price thereof and reimburse Man Met all freight and handling costs reasonably incurred by Man Met and/or for which it may be liable in respect of such Goods; or
- 14.2.2. Reimburse Man Met all freight and handling costs reasonably incurred by Man Met in the implementation of a stock recovery, recall or market withdrawal of the Goods in any part of the world.

15. CANCELLATION AND TERMINATION

- 15.1. Man Met shall be entitled to cancel by written notice any Purchase Order (or Purchase Order Amendment (if appropriate)) or Letter of Tender Acceptance or LOI in whole or in part by giving to the Supplier at any time prior to delivery or performance of the Goods and/or Services in which event Man Met's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but for the avoidance of doubt such compensation shall not include loss of anticipated profits or any consequential loss.
- 15.2. Man Met shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract with immediate effect if:
- 15.2.1. The Supplier is in continuing or material breach of any of the terms of the Contract and the breach is incapable of remedy;
- 15.2.2. The Supplier is in continuing or material breach of any of the terms of the Contract and, the breach is capable of remedy, but the Supplier fails to remedy such breach within 14 days service of a written notice from Man Met, specifying the breach and requiring it to be remedied;
- 15.2.3. Any distress, execution or other legal process is levied upon any of the assets of the Supplier;
- 15.2.4. The Supplier becomes bankrupt, insolvent, makes any composition with its creditors, has a receiver appointed under the Mental Health Act 1983;
- 15.2.5. The Supplier ceases to trade or appears in the reasonable opinion of Man Met likely or is threatening to cease to trade;
- 15.2.6. The Supplier has a change in its management and/or control; or
- 15.2.7. The equivalent of any of the above occurs to the Supplier in another jurisdiction to which the Supplier is subject or Man Met reasonably anticipates that one of the above set of circumstances is about to occur.
- 15.3. The termination of the Contract, howsoever arising, will be without prejudice to the rights and duties of either party prior to termination. Any provision of these Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

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16. WARRANTY AND INDEMNITY

- 16.1. Without prejudice to any other remedies of Man Met, the Supplier shall promptly (at Man Met's option) repair or replace all Goods which are or become defective during the period of twelve months from the date of delivery where such defect occurs under proper usage and is due to faulty design, the Supplier's erroneous instructions as to use or erroneous data or inadequate or faulty materials or workmanship, or any breach of by the Supplier of any provision of the Contract. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of twelve months from the date of delivery, re-installation or passing of tests (if any) whichever is appropriate after repair or replacement. If any Services are found to have been performed defectively within twelve months of the date of their performance the Supplier shall forthwith upon notice thereof re-perform the same.
- 16.2. The supplier will indemnify, keep indemnified and hold harmless man met from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability) injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which man met incurs or suffers as a consequence of a direct or indirect breach or negligent performance by the supplier (its employees, agents or contractors) or failure or delay in performance of the terms of the contract or for any infringement or alleged infringement of any patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right for or relating to the goods and/or services unless such infringement has occurred directly as a result of any specification supplied by man met.

17. GENERAL

- 17.1. **Bribery:** The Supplier shall comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010.
- 17.2. **Relationship:** This Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship, or other relationship between the parties other than the contractual relationship expressly provided for in this Contract.
- 17.3. **Notice:** Any notice to be given in this Contract shall be in writing (including email) and shall be addressed to the address of the party concerned as set out in this Contract or to such other address as that party shall have previously notified to the sender. Any such notice under this Contract shall be deemed to have arrived, unless the contrary is proved, and will be deemed to have been served if delivered by hand at the time of delivery, if delivered by email at the time of sending, and if sent by first class post, 2 working days after posting.
- 17.4. **Interpretation:** The Contract shall be governed by and construed in accordance with English Law and each party irrevocably agrees to submit to the exclusive jurisdiction of the English courts as regards any claim or matter arising under this Contract.

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