iPRO only purchase goods, rights and services ("Deliverables") under these Terms and Conditions. Should our order be accepted, it will be under these Terms and no other terms or conditions submitted at any time by the Supplier shall form any part of our standard terms. In accordance of an “**Acceptance**” of our order, will deem an “**Acceptance**” binding by iPRO Terms regardless of any contradiction with your own conditions. Should it be necessary to reject our order, a counter-offer **MUST** be made to iPRO order in writing, explicitly and clearly indicating rejection. Equally, if a counter-offer is made which is not clearly labelled as such (or as a rejection of our order), no subsequent behaviour of iPRO, in accepting Performance, can be taken to imply any acceptance by iPRO of that counter-offer. These Terms can only be changed, or other terms agreed, in written correspondence signed by a Director or other Senior Officer of the Company. These Terms are important and should be studied carefully.

In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

**DEFINITIONS**

* In these Conditions:
* **"BUSINESS DAY"** means any day other than a Saturday, Sunday or bank holiday;
* **“THE PURCHSER/BUYER”** means IPRO Limited, a company registered in England under number 3878139 whose registered office is at Unit 3, Haddenham Business Park, Pegasus Way, Haddenham, Buckinghamshire. HP17 8LJ, United Kingdom.
* **“THESE CONDITIONS”** means the standard Terms and Conditions (or Contract) of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
* **“THE CONTRACT”** means the Terms for the purchase of the Goods created by the Seller’s and the Supplier’s acceptance of the Order in accordance with these Terms and Conditions;
* **“THE DELIVERY”** means the address stated on the Order for delivery of the Goods;
* **“THE GOODS”** means the goods (including any instalment of the goods or any part of them) described in the Order;
* **“THE PURCHASE ORDER”** means the document setting out the Order to which these Conditions are captured;
* **“THE PRICE”** means the price of the Goods;
* **“THE SUPPLIER/SELLER”** means the person, firm or company who is the supplier of the Goods named in the Purchase order.
* **“SPECIFICATION”** includes any plans, blue prints, drawings, chemical formulae, Recipe, data or other information relating to the Goods;
* **“WRITING”** includes facsimile, transmission, electronic mail, hard copy and comparable means of communication.
* **“TOOLS”** refers to dies, moulds, stencils, jigs and fixtures
* “**DATE**" refers delivered to the Purchaser, as specified in the Purchase Order or in acknowledgement or timelines

1 **THE CONTRACT**

1.1 iPRO contract will encompass our express written order, these Terms, anything else we expressly agree under section 1.2, any content imposed by Law, but nothing else.

* 1. If the Seller requests iPRO to accept a term, or accept a particular responsibility, or wish to rely on a representation they have made; you must therefore obtain our express agreement to that. That means express written agreement, signed by a director or other senior officer of the Company and referring expressly to these Terms. iPRO will deal with this independent to these Terms, so be aware that our acceptance of contractual performance, does not imply acceptance of any terms that are different to iPRO Terms. For purposes of these terms, written agreement can be communicated by pre-paid post, or e-mail.

1.3 If any of these Terms conflict with or contradict each other those Terms will over-ride each other in the following order of priority: (1) any express written agreement from us; (2) our order; (3) these Terms.

1.4 We are not contractually bound until we place a formal order and then only to the extent of the issues specifically covered by that order or in writing signed by a Director. iPRO will only be contractually bound when the Seller accepts our order.

1.5 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. **VARIATION**

2.1 These Conditions may only be varied with the written agreement of the Purchaser.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Terms shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order (either verbally or in writing) or on delivery of the Goods, whichever is the earlier.

3. **GOODS**

3.1 The Supplier warrants and represents to the Purchaser that the Goods shall:

3.1.1 conform in all respects with any particulars or specification specified in the Purchase Order including any variations;

3.1.2 conform in all respects with the requirements of any statutes, orders, regulations or bye-laws from time to time in force;

 3.1.3 be of satisfactory quality and free from defects in materials and workmanship; and

3.1.4 be fit and sufficient for the purpose for which such goods are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser and the Purchaser relies on the skill and judgement of the Supplier in the supply of the Goods and the execution of the Purchase Order.

4. **PRICE**

4.1 The Supplier shall not increase the Price unless it is accepted by the Purchaser and agreed in writing before the execution of the Purchase Order.

4.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies.

4.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods delivered under the Purchase Order. The Purchaser undertakes to pay correctly submitted invoices within the agreed Commercial Payment Terms. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods which are the subject of the Purchase Order or of the consignment (as appropriate).

4.4 A valid invoice is one that is:

* delivered timing in accordance with the contractual terms;
* that is for the correct sum;
* in respect of goods / services supplied or delivered to the required quality (or are expected to be at the required quality)
* which quote the relevant purchase order reference (where used)
* which has been delivered to the nominated address

4.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due or to become due to the Supplier any monies due to the Purchaser from the Supplier.

4.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of the Price for Goods supplied in excess of those required by the Purchase Order.

4.7 No payment of or on account of the Price shall constitute any admission by the Purchaser as to proper performance by the Supplier of its obligations under the Contract.

5. **DELIVERY**

5.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

5.2 Where any access to the premises is necessary in connection with delivery or installation, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser's Health & Safety Regulations or authorised representative.

5.3 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods and/or to cancel all or part of the Goods under the Purchase Order, in either case without prejudice to its other rights and remedies.

5.4 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure.

5.5 Failure by the Purchaser to exercise its options under Conditions (5.3 and/or 5.4) in respect of any part of a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order.

5.6 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

5.7 Unless otherwise stated in the Purchase Order, the Supplier is responsible for obtaining and the cost of all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

6. **OWNERSHIP AND RISK**

6.1 All Goods supplied under this Agreement will remain the property of the Vendor/Supplier until the Purchaser has inspected, approved the goods and/or has paid for them, as per invoice, in full.

7. **LABELLING AND PACKAGING**

7.1 The Goods shall be packaged and contents clearly identified in a proper manner and in accordance with the Purchaser's instructions, with statutory requirements and any requirements of the freight carriers. In particular the Goods shall be marked with the Order Number, Description, quantity contained within the carton, the net, gross weights. Details of the contents shall be clearly marked on each carton and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition (7.1).

7.2 All packaging materials will be considered non-returnable (unless otherwise notified) and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.

8. **DAMAGE IN TRANSIT**

8.1 On despatch of the Goods, the Supplier shall send to the Purchaser, at the address for delivery of the Goods, a Delivery Advice Note specifying the place and date of despatch, the number of packages, Quantity, Part Number, Description, their weight, volume and pallet size.

8.2 The Supplier shall, free of charge and as quickly as possible, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

8.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty days of delivery give notice to the Supplier that the Goods have been damaged; and

8.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

9. **INSPECTION, REJECTION AND GUARANTEE**

9.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

9.2 The Supplier shall permit the Purchaser or its authorised representatives to make any inspections or tests it may reasonably require in relation to the Goods and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract. No failure to make a complaint at the time of such inspection or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods.

9.3 The Purchaser may by written notice to the Supplier reject any of the Goods which fail to meet the requirements under these Terms. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods. If the Purchaser rejects any of the Goods pursuant to this Condition (9.3), the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

9.3.1 repair the defective Goods as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods with Goods which comply in all respects with the requirements under the Contract; or

 9.3.2 refund to the Purchaser the Price in respect of the defective Goods.

10. **WARRANTY, GUARANTEE**

10.1 The Supplier shall guarantee the Goods for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods that have arisen during the guarantee period under proper and normal use. The Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) as quickly as possible remedy such defects by a full Credit of the quantity.

10.2 Any Goods rejected or returned by the Purchaser pursuant to this Condition (10) shall be returned to the Supplier at the Supplier's risk and expense.

11. **INTELLECTUAL PROPERTY**

11.1 Except to the extent that the Goods are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods will infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition (11.1).

11.2 All materials, blue print, drawings, formulae, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the aforementioned "Intellectual Property":

11.1.1 furnished with or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall solely remain the property of the Purchaser; and

11.1.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement or promotion without the Purchaser's prior written agreement.

12. **TOOLING**

12.1 Tools together with all electronic files (Blue prints, 2D / 3D drawings, Chemical formulae and Recipes) shall remain the property of the Purchaser.

12.2 Tools must be clearly identified with an asset plate itemizing part number and ownership, as a minimum – e.g. “Property of iPRO”.

12.2 The Purchaser reserves the right to inspect the tool at regular intervals or remove/transfer tools if necessary. Consequently the Purchaser representatives will require immediate and unhindered access to the Purchaser’s owned tools

12.3 The Seller does not have the right to destroy or otherwise dispose of the Purchasers tools that are in the seller’s possession, and that have not been the subject of an order within the previous five years.

12.4 Where Tools and Fixtures are required to manufacture components to specifications, the Purchasers will pay for and own the Tools and Fixtures outright.

12.5 The Seller is responsible for maintenance of the Purchaser’s tools and shall create/update maintenance records process regularly.

12.6 The Seller to provide an annual statement of tooling condition and shots remaining on 31st August each year.

12.7 Alternation are prohibited to any part of the Purchasers tool layout, without prior notification.

13. **HEALTH AND SAFETY**

13.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:

13.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same;

13.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed; have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to the Purchaser employee’ health.

13.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations as far as they are applicable.

14. **INDEMNITY AND INSURANCE**

14.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Conditions 8 and 11), the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.

14.2 The Supplier shall take out and maintain (with a reputable insurance company) a policy or policies of insurance that are normal for contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.

14.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies as proof of valid documentation.

14.4 The Supplier shall be liable under the provisions of these Terms (including Condition 14.1) whether or not it complies with the insurance provisions in this Condition (14.4).

14.5 Nothing in these Conditions (or the Contract) shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.

15. **CONFIDENTIALITY**

15.1 The Supplier shall ensure that it’s staff (sub-contractors) shall keep secret and do not disclose any information of a confidential nature obtained by reason of these Terms (or Contract), except information which is in the public domain or else deemed to be in breach of this Condition (15).

15.2 The provisions of this Condition (15) shall apply during the continuance of the Contract and after its termination or for the duration arising without limitation in time.

15.3 The Purchaser/End Customer may, at its sole discretion, retract information from this Agreement prior to publishing one or more of the following reasons:

1. National security;
2. Personal data;
3. Information protected by intellectual property law;
4. Information which is not in the public interest to disclose
5. Third party confidential information;
6. IT security; or
7. Prevention of fraud.

15.4 The Purchaser may consult with the sub-contractor to inform its decision regarding any retraction but the Purchaser shall have the final decision in its absolute discretion.

16. **TERMINATION**

16.1 In the event of a material breach of these Terms by either party, the wounded party may terminate the Contract with immediate effect by notice in writing.

16.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-

16.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;

16.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;

16.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;

 16.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;

 16.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any

 arrangement or composition with its creditors.

17. **RIGHT TO CANCEL**

17.1 The Buyer has the right to cancel any Order. To exercise the right to cancel, the Purchaser must inform the Seller at the designated address, of the decision to cancel by clear communication – e.g. e-mail, letter by post or fax. Any cancellation must be agreed in writing by the Purchaser and Seller.

17.2 The Purchaser has the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day on which the Seller acquire, or a third party acquire possession of the last good or order.

18. **NOTICES**

Any notices to be provide shall be delivered via electronic mail, sent by post or by facsimile transmission to the Purchaser or its representative, or to the address set out in the Purchase Order. Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by facsimile transmission, 12 hours after proper transmission.

19. **ASSIGNMENT AND SUB-CONTRACTING**

19.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the Contract.

19.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under these Terms.

20. **THIRD PARTY RIGHTS**

These Terms and Condition, or Contract, is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to these Terms and Condition, or the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.

21. **SEVERABILITY**

If any part of this Agreement is or becomes unenforceable, such obligation shall not invalidate or take effect of the whole Agreement. The remainder of this Agreement shall be deemed to continue to the full extent of the Contract and the unaffected part of the provision shall continue to be fully enforceable.

22. **WAIVER**

No delay or omission by the Purchaser in exercising any of its rights under the Agreement shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.

23. **LAW AND JURISDICTION**

Any dispute or claim arising under or in any way connected with the subject matter of the Agreement (whether of a contractual or otherwise) shall initially be settled by mutual consent of all Parties. However, in the event of a dispute then either party can refer the matter to Arbitration.