



Tealwood Group Terms and Conditions of Purchase

COR-DOC-038 V1

1. APPLICATION

These Conditions shall govern the purchase of Goods and/or Services specified in the Purchase Order ("PO") issued by the Company. Any reference to the Seller's quotation or other documents is for description only and shall not incorporate any of the Seller's terms.

The Seller acknowledges that these Conditions apply exclusively unless expressly agreed otherwise in writing.

2. ORDER OF PRECEDENCE

Where a formal Supply Framework Agreement (SFA) or Service Level Agreement (SLA) exists, its terms shall prevail over these Conditions.

In the event of conflict, the order of precedence shall be:

1. SFA / SLA
2. Purchase Order
3. These Terms and Conditions

3. DEFINITIONS

- **Company:** Tealwood Group entity issuing the PO
- **Seller:** Supplier named in the PO
- **Goods / Services:** As described in the PO
- **Contract:** Agreement formed under Clause 4
- **Price:** As stated in the PO

4. BASIS OF PURCHASE

4.1 The PO constitutes an offer by the Company.

4.2 A binding Contract is formed on the earlier of:

- (a) Seller acceptance (written or verbal); or
- (b) Delivery of Goods / Services.

4.3 Errors in documentation may be corrected without liability.

5. SPECIFICATION

5.1 Goods / Services must conform to the PO and any agreed Specification.

5.2 Any Specification produced by the Seller for the Company shall become the Company's intellectual property.

5.3 The Company may inspect or test Goods at any time prior to delivery.

5.4 If Goods fail to comply, the Seller shall promptly remedy at its own cost.

6. PRICE

6.1 The Price shall be fixed and:

- Excludes VAT (where applicable)
- Includes all delivery, packaging, duties, and insurance (DDP basis)

6.2 No price increase shall apply without prior written agreement.

6.3 Silence shall not constitute acceptance of any price change.



7. PAYMENT

7.1 Invoices must reference a valid PO number.

7.2 **No PO, no payment** applies unless otherwise agreed in writing.

7.3 Payment terms: 30 days from end of month following receipt of valid invoice and acceptance of Goods/Services.

7.4 Where the Seller owes sums to the Company, interest shall accrue at 8% above the Bank of England base rate.

8. DELIVERY

8.1 Delivery shall be made to the specified address on the agreed date.

8.2 Time for delivery shall be of the essence.

8.3 Goods must be properly packed, labelled, and accompanied by a PO-referenced packing note.

8.4 The Company may reject non-conforming Goods within a reasonable inspection period.

8.5 Risk and responsibility for delivery remain with the Seller until acceptance.

9. QUALITY & WARRANTY

9.1 The Seller warrants that Goods/Services shall:

- Be of satisfactory quality
- Be fit for purpose
- Comply with all applicable laws
- Conform to specifications

9.2 Warranty period: minimum 12 months from delivery.

10. RECORD RETENTION

Seller shall retain quality and inspection records for a minimum of 7 years and provide access upon request.

11. RIGHT OF ACCESS

The Company, its customers, and regulatory authorities shall have access to relevant facilities and records.

12. SUBCONTRACTING

The Seller shall not subcontract without prior written consent. Approval does not relieve the Seller of its obligations.

13. RISK AND TITLE

Risk and title pass to the Company upon delivery and acceptance.

14. INDEMNITY

The Seller shall indemnify the Company against all losses, damages, and claims arising from:

- Breach of contract
 - Defective Goods / Services
 - IP infringement
 - Customer claims resulting from Seller failure
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15. REMEDIES

If the Seller fails to comply, the Company may:

- Reject Goods and obtain refund
- Require repair or replacement
- Refuse further deliveries



- Recover costs incurred in remedying defects

16. TERMINATION

The Company may terminate the Contract at any time prior to full delivery.

Liability shall be limited to payment for:

- Goods/Services delivered
- Reasonable work in progress
- Irrecoverable commitments

17. LIABILITY

Unless otherwise agreed in writing:

The Seller's total liability arising out of or in connection with the Contract shall not exceed 200% of the total value of the Purchase Order.

This limitation shall not apply to:

- (a) death or personal injury caused by negligence;
- (b) fraud or fraudulent misrepresentation;
- (c) intellectual property infringement;
- (d) any indemnity given under this Contract;
- (e) any liability which cannot be limited by law.

18. FORCE MAJEURE

Neither party shall be liable for failure due to events beyond reasonable control, provided prompt notice is given.

19. GOVERNING LAW

This Contract shall be governed by the laws of England and Wales.

20. THIRD PARTY RIGHTS

No third party shall have rights under this Contract.

21. ENTIRE AGREEMENT

These Conditions, together with the PO and any SFA/SLA, constitute the entire agreement.

END