



## **SOLO RAIL SOLUTIONS STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES.**

### **1: Definitions**

The following words used in these conditions of purchase shall have the meanings set out as follows;

“Conditions of Purchase” means the terms and conditions set out herein.

“Due date” means the date stated in the order for delivery of the goods and/or services.

“Goods” means the articles and things, tangible or intangible or any part of them described in the order, which are supplied to the Purchaser by the Supplier.

“Order” shall mean the Purchasers purchase order document and where used, specifications and/or drawings or other documents specifying the goods and /or services to be supplied.

“Purchaser” means Solo Rail Solutions Limited or Solo Holdings Limited

“Services” means any services or facilities or any part thereof described in the order and to be provided to the Purchaser by the Supplier.

“Specification” means the Purchasers specification document and/or drawings or other documents specifying the goods and/or services to be provided.

“Supplier” means the person, firm or Company to whom the order is addressed and sent.

### **2: Application of these conditions**

2.1 These conditions of Purchase shall apply to the exclusion of all other terms and conditions of the Supplier save for those set out in the order or otherwise agreed by the Purchaser in writing which shall take precedence in the event of conflict with these conditions of Purchase.

2.2 No variations to the order or to these conditions of Purchase or any assignment of the order by the Supplier shall be binding on the Purchaser unless confirmed by the Purchaser in writing.

### **3: Documents**

The supplier shall enclose a packing note with the goods and the order number shall be endorsed on all packages.

#### **4: Quality**

4.1 The goods shall be of sound materials and workmanship and conform as to quantity, quality and description with the detail stated in the order and/or Specification. Goods supplied against samples or patterns shall be equal in all respects to the samples or patterns. If a standard of performance is specified, the goods shall be capable of the required standards. Goods shall comply with all relevant statutory and/or industry standards and rules.

4.2 The services shall be provided with reasonable care and skill and in accordance with the performance stands, if any specified in the specification. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution, or equivalent including railway group standards is current, all goods and materials used/supplied and all services shall, unless otherwise agreed by the Purchaser, be provided in accordance with the appropriate standard. The Supplier shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification.

#### **5 Inspection**

The Purchaser reserves the right at any reasonable time to inspect the goods, whether complete or in manufacture, but such inspection shall not relieve the supplier of any obligations under the order.

#### **6 delivery**

Any goods and/or Services shall be supplied by the Supplier on or not more than 5 days before the due date to the place or places specified in the order or as subsequently specified in writing by the Purchaser. Under no circumstances shall delivery be made in the month prior to that requested in the order. For the purposes of payment, delivery shall be the day of actual delivery to the place or places specified in the order or as subsequently specified in writing by the Purchaser.

#### **7 Passing in property**

The property in the goods and/or Services shall pass to the Purchaser on delivery or payment of the invoice, whichever is the earlier in accordance with the order.

#### **8 Price and Payment**

The price for the goods and/or services shall be as set out in the order. Invoices shall be submitted by the supplier on or after the supply of the goods and/or services. The Purchaser shall make payment by the last day of the second month in which the invoice is dated unless any variation to these payment terms have been agreed by the Purchaser.

#### **9 Damage in transit**

The Purchaser shall notify the Supplier within 10 days of delivery any apparent damage to the goods whilst in transit.

#### **10 Rejection**

10.1 By notice in writing to the supplier, the Purchaser may reject and or all of the goods if:

10.1.1 The goods have been damaged in transit; or

10.1.2 The goods fail to comply with clause 4, and the Supplier shall collect the rejected goods within one week from the date of notice of rejection.

10.2 If the Suppliers fails to collect the goods, the Purchaser may dispose of them or return them at the Suppliers expense.

## **11 Guarantee**

Unless otherwise stated on the order, the goods shall be guaranteed to the standard set out in clause 4 for 24 months from delivery of the goods.

## **12 Liability for accidents and damage**

The Supplier shall indemnify the Purchaser in respect of all damage or injury to any person including the Purchaser or to any property and against all actions, suits, claims, demands, costs, charges and expenses arising in connection therewith caused by:

A; The negligence of the supplier, his subcontractors, employees or agents

B; Defective design (other than a design made, furnished or specified by the Purchaser and for which the Suppliers has disclaimed responsibility in writing within a reasonable time before issue of the order or any amendment thereto, defective material or workmanship.

## **13 Cancellation**

13.1 The Purchaser may cancel the order in whole or in part by written notice which shall be effective immediately.

13.1.1 When the goods conforming to the requirements of clause 4 have not been delivered by the due date.

13.1.2 If the supplier becomes bankrupt or insolvent or makes an arrangement of composition with its creditors or has a winding up petition made against it, or has a liquidator or receiver appointed or enters into liquidation (whether voluntary or compulsory) other than for the purpose of amalgamation or reconstruction.

13.2 The Supplier shall refund to the Purchaser any advance payment for goods the subject of 13.1.1 above

13.3 The Purchaser shall be entitled to recover from the Supplier any additional costs which have been reasonable incurred by the Purchaser in obtaining the goods and/or services not supplied by virtue of the cancellation.

13.4 If the Supplier defaults on the obligations in the above the Purchaser may deduct such sums from monies due to the Supplier from the Purchaser.

## **14 Intellectual Property**

The supplier warrants that all royalties and fees on patented processes and registered designs have been paid and hereby indemnifies the Purchaser in respect of copyright, patent, registered design or other intellectual property rights.

## **15 Confidentiality**

The specifications, patterns, drawings, samples and information issued by the Purchaser in connection with the order are confidential and their use must be confined to the Supplier, his subcontractors or employees solely for the execution of the order.

## **16 Assignment or sub-letting**

The supplier shall not assign or sub-let any part of the order unless written consent has been provided by the Purchaser.

## **17 Law**

English Law and the jurisdiction of the English courts apply