

1. Bottom of the PO document itself:

Please note the following:

1. Unless there is an agreement in writing between the parties to the contrary, this Purchase Order is subject to The Royal Society of Chemistry's terms and conditions of purchase specified on the reverse of, or accompanying, this Purchase Order. If there is no written agreement in place, and there are no terms and conditions of purchase accompanying a Purchase Order, the Purchase Order is invalid.

2. All goods should be accompanied by a Delivery Note.

3. Your Invoice, including VAT where applicable, should be sent promptly (by email if possible) to the Finance Department and must show:

a) our Purchase Order Number;

b) full details of the goods and services provided and prices;

c) discount allowed; and

d) VAT separately

Reg. Charity No. 207890

VAT Regn. No. GB 342 1764 71

2. Terms and Conditions of PO

THE ROYAL SOCIETY OF CHEMISTRY (“the RSC”)
TERMS AND CONDITIONS OF PURCHASE (“the Terms”)
GOODS AND SERVICES

1. GENERAL

- 1.1. Unless terms are specifically agreed between the parties in writing, whether by written agreement, statement of work, contract for services or otherwise: -
 - 1.1.1. All orders for goods and/or services are placed, accepted and purchased subject to and upon these Terms to the exclusion of all other terms and conditions, written or verbal, express or implied (including any terms or conditions which the Supplier purports to apply under any acceptance, receipt or confirmation of order, specification or other documents and the Supplier waives any right which it might otherwise have relied upon in such terms or conditions);
 - 1.1.2. All orders for goods or services shall be deemed to be an offer by the RSC to purchase goods or services subject to these Terms. No order shall be accepted until the Supplier either expressly, by giving an unconditional notice of acceptance or impliedly by unconditionally fulfilling the order whether in whole or in part, accepts the offer; and
 - 1.1.3. These Terms apply to all the RSC's purchases from the Supplier and any variation to these Terms shall have no effect unless expressly agreed in writing and signed for and on behalf of the RSC.
- 1.2. In the event that there is an agreement between the parties in writing, the terms of that agreement shall take precedence over these Terms in respect of all orders for goods and/or services placed, accepted and purchased under that agreement, only to the extent agreed between the parties and permitted by the agreement.
- 1.3. Any conflict between these Terms and the terms of an agreement between the parties shall be resolved in accordance with the precedence clause(s) of the agreement.

2. QUALITY AND DEFECTS

- 2.1. Any goods shall be of the best available design, quality, material and workmanship, be without fault and conform in all respects with the order and specification, drawing, descriptions and samples supplied to the Supplier or advised or approved by the RSC or contained or referred to in the order.
- 2.2. Any services shall be performed by (an) appropriately qualified, supervised and trained individual(s) to the highest standards of current practice and quality established in the Supplier's industry.

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- 2.3. In consideration of the RSC's agreement to pay for any services, the Supplier shall supply the services to the RSC for the term agreed subject to and in accordance with these terms.
- 2.4. In supplying the services, the Supplier shall:
 - 2.4.1. co-operate with the RSC in all matters relating to the services and comply with all the RSC's instructions;
 - 2.4.2. perform the services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
 - 2.4.3. use staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with these terms;
 - 2.4.4. ensure that the services shall conform with all descriptions and specifications set out in any relevant service specification or order form agreed between the parties;
 - 2.4.5. comply with all applicable laws; and
 - 2.4.6. provide all equipment, tools and vehicles and other items as are required to provide the Services.
- 2.5. The goods and services shall comply with all applicable laws and regulations, including without limitation those relating to health and safety, manufacturing, handling and disposal.
- 2.6. It is the Supplier's responsibility to ensure compliance with this Clause 2 and, if it is of the opinion that the goods and/or services (as appropriate) do not so comply, then it shall notify the RSC forthwith.
- 2.7. With respect to services provided under this clause, the RSC may by written notice to the Supplier at any time request a variation to the scope of the services. In the event that the Supplier agrees to any variation to the scope of the services, any charges shall be subject to fair and reasonable adjustment to be agreed in writing between the RSC and the Supplier.

3. INDEMNITY

- 3.1. The Supplier shall indemnify the RSC against all costs, claims, penalties, fines, damages and expenses incurred by the RSC as a direct or indirect result of or in connection with:
 - 3.1.1. Defective workmanship, quality or materials, or negligence;
 - 3.1.2. An infringement or alleged infringement of any intellectual property rights caused by the use, manufacture, purchase or supply of the goods and/or services;
 - 3.1.3. The Supplier's failure to deliver the goods or provide the services in accordance with the terms of the order; and
 - 3.1.4. Loss of items supplied to the Supplier pursuant to these terms.
- 3.2. The Supplier shall be responsible for, and indemnify the RSC against, all costs, claims, penalties, fines, damages and expenses incurred by the RSC in relation to the provision of goods and/or services by any subcontractor(s) appointed by the Supplier.

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- 3.3. The Supplier shall indemnify and reimburse the RSC on demand for any loss or damage to any equipment (other than deterioration resulting from normal and proper use) caused by the Supplier, its staff and/or subcontractor(s). Equipment supplied by the RSC shall be deemed to be in a good condition when received by the Supplier unless the RSC is notified otherwise in writing within 5 working days.

4. DELIVERY

- 4.1. The goods shall be delivered to, and/or the services supplied at, the RSC's place of business or such other place as is specified by the RSC in its order, or otherwise notified prior to the delivery of the goods or the performance of the services.
- 4.2. Delivery shall be at the Supplier's expense.
- 4.3. The Supplier shall ensure each delivery of goods is accompanied by a delivery note which shows the order number, date, contents and in the case of part delivery, the outstanding balance remaining to be delivered.
- 4.4. Unless otherwise stipulated by the RSC, deliveries of the goods shall only be accepted by the RSC during normal business hours.
- 4.5. The date of delivery of the goods or the provision of the services shall be specified in the order, or if no such date is specified by either party then delivery shall take place within twenty eight (28) days of the order
- 4.6. If the date of delivery or supply is to be specified by the Supplier after placing the order, the Supplier shall give the RSC reasonable notice of such date and, if unacceptable to the RSC, agree an alternate date. Time for delivery of goods and supply of services shall be of the essence.
- 4.7. The Supplier shall be responsible for provision of the service, or unloading of the goods as directed by the RSC. Ownership and risk shall pass to the RSC when delivery of goods is deemed complete, or services provided are deemed acceptable and complete.
 - 4.7.1. "Complete" delivery is defined as: -
 - 4.7.1.1. The point at which the goods have been unloaded and placed where required by the RSC;
or,
 - 4.7.1.2. The point at which the service has been provided to the standard as agreed by the RSC and the Supplier.
- 4.8. Where an order for goods or services provides for, or the RSC agrees in writing to accept, delivery of the order by instalments, each instalment will be construed as a single order governed by these Terms. However, failure by the Supplier to deliver any one instalment shall entitle the RSC at its sole option to treat the whole contract as repudiated.
- 4.9. The Supplier shall have no retention of title over the goods and/or the services.

5. PRICE AND PAYMENT

- 5.1. The price of the goods and/or services shall be stated in the order and, unless otherwise agreed in writing by the RSC, shall be exclusive of VAT but inclusive of all other charges.
- 5.2. No variation in the price or extra charges will be accepted by the RSC, unless specifically agreed in writing prior to the variation being applied.
- 5.3. The RSC reserves the right to set-off any amount owing at any time from the Supplier to the RSC against any amount payable by the RSC to the Supplier, without notice.
- 5.4. The RSC shall pay the price of the goods and/or services plus any applicable VAT at the prevailing rate within 30 days from the end of the calendar month of receipt and agreement of the Supplier's valid and undisputed invoice, provided that the goods/services provided conform to the purchase order and strictly comply with all specifications as agreed by the RSC and the Supplier.
- 5.5. If the RSC fails to consider and verify an invoice in a timely fashion the invoice shall be regarded as valid and undisputed for the purpose of paragraph 5.4 after a reasonable time has passed.
- 5.6. If there is a dispute between the parties as to the amount invoiced, the RSC shall pay any undisputed amount of the invoice in accordance with these terms. Any disputed amounts shall be resolved through the dispute resolution procedure.
- 5.7. In the event of late payment by the RSC, unless otherwise agreed, the Supplier shall not be entitled to charge interest in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Supplier shall be entitled to charge interest at the rate of 3% per annum above base rate of the Bank of England from the date after the last day on which the payment was due in accordance with these Terms. The Supplier agrees that this is fair and reasonable, and provides for a sufficient remedy for late payment.

6. CONFIDENTIALITY, PROPERTY AND INTELLECTUAL PROPERTY

- 6.1. The Supplier undertakes, in relation to all confidential information in whatever form, including, but not limited to, technical and commercial information, documents specifications, inventions and processes received from the RSC, to keep such information secret and confidential, and shall not disclose or cause it to be disclosed to any third party.
- 6.2. Unless otherwise specifically agreed in writing between the parties, all intellectual property in any bespoke or commissioned goods produced for, or services whose purpose is the creation of intellectual property or advice provided to the RSC, by the Supplier, shall vest in the RSC. The Supplier hereby agrees to assign, and hereby assigns to the RSC with full title guarantee by way of present and future assignment, such intellectual property and undertakes to execute all documents required to ensure such ownership.

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- 6.3. All materials, documents, specifications, equipment and designs (including intellectual property) supplied by the RSC to the Supplier for the manufacture of the goods or the supply of the services shall at all times be, and remain the exclusive property of, the RSC.
- 6.4. Whilst the aforementioned property is in the possession of the Supplier, the Supplier shall hold all such property in safe custody at its own risk and maintain it in good condition until returned to the RSC on request, termination or completion of the order, or incorporated into the goods as required.
- 6.5. The obligations under this clause shall be continuing obligations and shall survive the completion or termination of the purchase order indefinitely unless otherwise notified by the RSC.

7. TERMINATION

- 7.1. The RSC shall have the right at any time by giving notice to the Supplier to terminate the order forthwith:
 - 7.1.1. If the Supplier is in breach of any material provisions of the terms of the order and shall have failed to remedy such breach (if capable of remedy) within 14 days of receiving a notice specifying the breach and requesting remedy; or
 - 7.1.2. If the Supplier ceases or threatens to cease to carry on its business, becomes insolvent, enters into liquidation whether compulsory or voluntary or a receiver, administrative receiver, or administrator is appointed in respect of all or a part of its assets or suffers any act in consequence of debt.
- 7.2. Save for where termination occurs as a result of the Supplier's breach of any material provisions of the Terms, the RSC shall, pay the Supplier for work completed on an apportioned or pro-rata basis to the date of termination. The amount to be apportioned or paid on a pro-rata basis will be at the sole discretion of the RSC acting reasonably.
- 7.3. Notwithstanding any other provisions of the Purchase Order, the RSC reserves the right to terminate the Purchase Order by giving fourteen (14) days written notice to the Supplier, without prejudice to any other rights or remedies it may have at law, in equity, or under statute.
- 7.4. On termination, the Supplier shall have no right to receive payment other than as set out in this Clause 7.

8. REMEDIES

- 8.1. Without prejudice to any other right or remedy which the RSC may have, if any goods and/or services (or any part of them) are not supplied in accordance with, or the Supplier fails to comply with, any of the terms of the order, the RSC shall at its sole discretion be entitled: -
 - 8.1.1. To rescind the order;

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- 8.1.2. To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the goods so returned shall be paid forthwith by the Supplier;
- 8.1.3. To refuse to accept any further deliveries of goods and/or the supply of the services;
- 8.1.4. To at the Supplier's expense, require the Supplier either to remedy any defect in the goods and/or services or to supply replacement goods or repeat the services and carry out any other necessary work to ensure that the terms of the order are fulfilled; and/or
- 8.1.5. To carry out at the Supplier's expense any work necessary to make the goods and/or services comply with the order.

9. HAZARDOUS GOODS

- 9.1. Hazardous goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English.
- 9.2. Transport and other documents must include a declaration of the hazard and name of the material in English.
- 9.3. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings.
- 9.4. The Supplier shall be responsible for complying with the requirements of COSHH Regulations 1988 (as amended) and all other relevant UK and international agreements, regulations and legislation relating to the packing, labelling and carriage of hazardous goods, including relevant statutory regulations and codes of practice.
- 9.5. Immediately following acceptance of the order, all information available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling, delivery or use of the goods supplied shall be promptly communicated in writing to the RSC.

10. WAIVER OF BREACH

- 10.1. No failure or delay on the part of the RSC to exercise any right or remedy under these Terms shall operate or be construed as a waiver thereof.
- 10.2. The rights and remedies provided in these Terms are cumulative and are not exclusive of any rights or remedies provided by law.

11. DATA PROCESSING

- 11.1. Any personal data provided to the RSC under these Terms will be processed in accordance with the RSC's Privacy Statement (www.rsc.org/help-legal/legal/privacy/).
- 11.2. With respect to data processing in relation to any orders, both parties agree to comply with the requirements of the Data Protection Act 2018, the General Data Protection Regulations

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2016/679, the Privacy and Electronic Communications (EC Directive) Regulations 2003 (PECR), as may be amended from time to time together with any subsequent legislation or guidance regarding data privacy, security, processing and marketing, as enacted by the UK Government or the European Union (for as long as the UK is a member) when processing personal data under this Agreement.

12. ENTIRE AGREEMENT

12.1. These Terms shall constitute the entire agreement between the parties in substitution for and to the exclusion of any prior agreement and shall only be capable of variation by written agreement signed by a Director of the RSC.

13. ILLEGALITY

13.1. If any provision of these Terms is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, unenforceable or unreasonable, it shall to the extent of such illegality, invalidity, voidness, unenforceability or unreasonableness, be deemed severable, and the remaining provisions of these Terms and the remainder of such provision shall continue in full force and effect.

14. ASSIGNMENT

14.1. The RSC shall be entitled to assign the order or any part of it and the benefit of these Terms without the consent of the Supplier.

15. NOTICE

15.1. Any notice to be sent under these Terms should be sent to the addresses given on the order and served personally, by pre-paid registered or recorded delivery letter. Letters shall be deemed served 48 hours after posting.

16. FORCE MAJEURE

16.1. Neither party shall be in breach of this agreement nor liable for delay in performing, or failure to perform, any of its obligations under this agreement if such delay or failure result from events, circumstances or causes beyond its reasonable control (**Force Majeure Event**). In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for 28 days,

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the party not affected may terminate its order or supply by giving 7 days written notice to the affected party.

16.2. **Force Majeure Event** means any circumstance not within a party's reasonable control including, without limitation:

- (a) acts of God, flood, drought, earthquake or other natural disaster;
- (b) epidemic or pandemic;
- (c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (d) nuclear, chemical or biological contamination or sonic boom;
- (e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- (f) collapse of buildings, fire, explosion or accident;
- (g) any labour or trade dispute, strikes, industrial action or lockouts other than in each case by the party seeking to rely on this clause, or companies in the same group as that part;
- (h) non-performance by third parties; or
- (i) interruption or failure of utility service.

17. DISPUTE RESOLUTION AND GOVERNING LAW

- 17.1. The parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with these terms and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each party.
- 17.2. If the dispute cannot be resolved by the parties within one month of being escalated as referred to above, the dispute may by agreement between the parties be referred to a neutral adviser or mediator chosen by agreement between the parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any further proceedings.
- 17.3. If the parties fail to appoint a mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the mediator being appointed, either party may exercise any remedy it has under applicable law.
- 17.4. These Terms and any order between the RSC and the Supplier incorporating these Terms shall be governed by and construed exclusively in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts in respect of any contractual or non-contractual dispute or claim arising out of or relating to these Terms.