RS Components Ltd

Terms of Purchase – Non Stock

1. Definitions

‘Contract’ means the contract for the sale of goods or services formed when the Supplier accepts an Order.

‘Force Majeure’ means circumstances beyond the control of the Supplier.

‘Goods’ means the Goods listed in the Order.

‘Order’ means the RS purchase order or purchase order amendment.

‘Schedule’ means a schedule incorporated into any agreement made between the parties before the date of the relevant Order.

‘Services’ means the Services listed in the Order.

2. Terms

2.1. No variation to these terms is effective unless expressly accepted in writing by RS.

2.2. The Contract shall be subject to these terms of purchase. No other terms will apply to the supply of Goods or Services to RS unless agreed in writing by RS.

3. Prices

3.1. The Supplier will sell the Goods or Services to RS at the prices set out in the Order or any Schedule, or as agreed between the parties in writing from time to time. Unless otherwise agreed by both parties in writing, all prices including packaging, freight and insurance costs, delivery charges and customs dues, but exclude VAT or any other sales tax.

4. Payment

4.1. RS will pay the Supplier within 60 days from the end of the month from the date of the Supplier’s invoice or as agreed by the parties in writing. Payment by RS does not amount to acceptance of the Goods or Services as in accordance with the Order.

5. Delivery, risk & title

5.1. The Supplier will deliver the Goods or Services at the place and on the delivery date specified in the Order unless otherwise agreed by RS, and must obtain all licences required for delivery. The Goods must be delivered properly packaged and secured and in accordance with any agreed delivery and packaging specifications.

5.2. Delivery is at the Supplier’s risk and expense. If the goods are lost or damaged in the course of deliver, RS may notify the Supplier, and if it does so the Supplier must at its own expense promptly replace or repair the lost or damage Goods.

5.3. Title to the Goods passes to RS on payment of their purchase price or their delivery to RS, whichever occurs first.

6. Description of the Goods

6.1. The Goods and Services must be in accordance with the Order and any agreed product specification in terms of their quality, quantity and description. Unless otherwise agreed in any Schedule, the Goods and Services must also conform to any applicable national or international standard and carry all relevant certificates of inspection and testing, and all instructions and safety data sheets.

6.2. In addition to its other legal remedies, RS is entitled to reject any delivery that is not in accordance with clause 6.1 above.

7. Quality of the Goods and Services

7.1. The Goods must be fit for their normal purpose. If there is any special purpose agreed in writing between the parties, then the Goods will be fit for the special purpose.

7.2. In addition to any terms as to quality that are implied by law, the Supplier warrants that the Goods are in factory new condition, are of satisfactory quality, are free from defects in materials and workmanship and are safe when put to any reasonably foreseeable use.
7.3. In addition to any terms as to quality that are implied by law, the Supplier warrants that the Services will be performed by appropriately qualified and trained personnel, with due care and diligence and such high standard of quality as it is reasonable to RS to except in all the circumstances.

7.4. If any of the Goods or Services (or part of them) do not comply with the terms of this clause 7, in addition to any other right or remedy RS may have at law, the Supplier shall promptly and at its own cost repair or replace the Goods or provide the Services again so that they do comply.

7.5. The Supplier shall not unreasonably refuse any request by RS to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide RS with all facilities reasonably required for inspection and testing. If RS is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Supplier within 7 days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance.

7.6. If the Supplier fails to take the actions necessary to ensure compliance under 7.4 or 7.5 RS may obtain replacement Goods or Services from alternative suppliers, and the Supplier shall reimburse RS any additional expenditure over and above the price of the Supplier’s Goods or Services reasonably incurred by RS in obtaining such replacement Goods or Services.

8. Indemnities

8.1. The Supplier will keep RS fully and effectively indemnified against all claims, damages, costs and expenses in respect of the death of or injury to any person or any damage to property caused by the negligence or default of the Supplier in connection with the Contract.

8.2. The Supplier will keep RS fully and effectively indemnified against all claims, damages, costs and expenses in respect of any infringement or alleged infringement by RS of any patent, design right, trade mark or other intellectual property right of a third party in respect of Goods or Services.

8.3. Any payment under clause 8.1 or 8.2 is only payable if RS notifies the Supplier of full details of the Claim; does not make any admissions without the prior written consent of the Supplier; and allows the Supplier at the Supplier’s request and expense to have a full conduct of the defences or settlement of the Claim.

8.4. No indemnity is intended to limit any other right or remedy which any Group Company may have in law in respect of the Goods or Services affected by the Claim.

8.5. The Supplier shall in respect of the supply of the Goods and Services, maintain public liability insurance cover of not less than £5,000,000 and employer’s liability insurance cover of not less than £10,000,000.

9. Termination and Force Majeure

9.1. Without limiting any other right or remedy, RS may terminate any or all Contracts and/or Non Stock Purchasing Agreements by notice in writing to the Supplier if the Supplier takes or suffers any action as a result of its insolvency.

9.2. If the Supplier does not comply with these terms RS may terminate any or all Contracts and/or any Non Stock Purchasing Agreements without liability and without affecting its other rights and remedies against the Supplier.

9.3. The Supplier will not be liable for any delay in delivery to RS (not exceeding a period of 3 months) caused by Force Majeure. The Supplier must promptly notify RS of any Force Majeure and must use its best endeavours to bring the Force Majeure to an end as soon as possible.

10. Notices

10.1. All notices under these terms must be sent by first class recorded delivery post or by courier to the address on the Order unless a different address has been given for that purpose. A notice sent by post or courier will be effective on the seventh day after it is sent.

11. Governing Law

11.1. Any Non Stock Purchasing Agreement and each Contract is governed by English law and the parties submit to the jurisdiction of the English Courts, but RS may enforce a Contract in any court of competent jurisdiction.