

# Principality Building Society: Purchase Order Terms and Conditions

## 1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

**“Agreement”** means any other agreement(s) or contract held between Principality and the Seller relating to the provision of the Goods and/or Services to Principality, excluding any terms or conditions which the Seller purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract.

**“Confidential Information”** all information in respect of either party’s business including, without prejudice to the generality of the foregoing, any ideas; business methods; finance; prices, business, financial, marketing, development or manpower plans; customer lists or details; computer systems and software; products or services, including but not limited to know-how or other matters connected with the products or services manufactured, marketed, provided or obtained by the either party and information concerning either party’s relationships with actual or potential clients, customers or suppliers and the needs and requirements of either party and of such persons

**“Contract”** any contract between Principality and the Seller for the sale and purchase of the Goods or supply of the Services formed in accordance with Condition 2

**“Data”** such data of Principality as Principality requires Seller to process from time to time, including without limitation Personal Data

**“Data Processor and Personal Data”** shall have the meaning given in the Data Protection Legislation

**“Data Protection Legislation”** all applicable laws, regulations and regulatory rules in force from time to time in the UK which govern the processing of personal data including: (i) the Data Protection Act 2018 (as amended), the Privacy and Electronic Communications (EC Directive) Regulations 2003 (as amended), the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 (SI 2019/419) enacting Regulation (EU) 2016/679 into UK law; and (ii) all guidance issued by regulatory authorities including the Information Commissioner’s Office and Financial Conduct Authority which is binding on Principality or the Seller

**“Goods”** any goods which the Seller supplies to Principality (including any of them or any part of them) under a Contract

**“Intellectual Property Rights”** means patents, trademarks, service marks, logos, trade names and business names, copyright (including future copyright), database rights, rights in and to Confidential Information (including know how, business methods, data and trade secrets) and all other intellectual property rights, in each case subsisting or pending at any time in any part of the world

**“Mandatory Policies”** Principality’s business policies, including the Supplier Code of Conduct, as provided to the Seller from time to time

**“Order”** any purchase order of Principality for the Goods or Services incorporating these Terms and Conditions setting out the Goods (if any) and/or the Services (if any) to be provided by the Seller

**“Principality”** Principality Building Society of Principality House, The Friary, Cardiff, CF10 3FA

**“Seller”** the person(s), firm or company from whom the Principality orders the Goods or Services

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**“Services”** any services which Principality receives from the Seller (including any part of them) under a Contract

**“Supplier Code of Conduct”** Means the code of conduct for suppliers of Principality as provided by Principality to the Seller from time to time.

**“Terms and Conditions”** the standard terms and conditions of purchase set out in this document together with any special terms agreed in writing between the Seller and Principality

### 2. FORMATION

- 2.1 Subject to any variation under Condition 11.7, and subject to any Agreement as referred to in Condition [11.17], the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Seller purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract. Nothing in this clause shall exclude or limit liability for fraud or fraudulent misrepresentation.
- 2.2 Subject to any Agreement as referred to in Condition [11.17], each quotation for the Goods or Services from the Seller will be deemed to be an offer by the Seller to sell the Goods or Services upon these Terms and Conditions. All quotations provided by the Seller, including the price provision, will remain open for 30 days from its date. The Contract is only formed when an Order is provided to the Seller by Principality. No contract will exist prior to the provision of an Order.
- 2.3 Any business owned or controlled by Principality may make an Order under the Contract provided that Principality will remain liable for any Order made.
- 2.4 The Seller may not cancel the Contract. Principality is entitled to cancel the Contract in whole or in part by giving written notice to the Seller at any time prior to delivery of the Goods or performance of the Services in which event Principality's sole liability will be to pay to the Seller fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

### 3. SPECIFICATION

- 3.1 The quantity, quality and description of the Goods and Services will be as specified in the Order and/or in any applicable specification supplied or advised by Principality to the Seller or provided by the Seller and approved by Principality with or before the Order. Precise conformity of the Goods and Services with the Contract is of the essence and Principality will be entitled to reject the Goods or terminate the Contract under Condition 9.1 if the Goods or Services are not in conformance, however slight the breach may be. The Seller represents and warrants that the Goods and Services shall be supplied in accordance with and shall comply with all applicable laws and regulations including but not limited to any terms implied into this Contract by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (in the event of any inconsistency between such implied terms and the express terms of this Contract the express terms of this Contract shall prevail). Any breach of this condition is deemed a material breach which is not capable of remedy under Condition 9.1.
- 3.2 Principality may at any time make changes in writing relating to the Order. If such changes result in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by Principality in writing before the Seller proceeds with such changes.

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### **4. PRICE AND PAYMENT**

- 4.1 The price payable for the Goods or Services will be that stated in the Order and, unless otherwise stated in that Order, will be inclusive of any costs of packaging and carriage, VAT and any other applicable sales tax or duty. The price will be fixed for the duration of the Contract.
- 4.2 The Seller may invoice Principality for the Goods on or at any time after delivery, or for the Services on or at any time after performance quoting the number of the Order in each invoice, and Principality will pay the price of the Goods within 30 days of receipt of such invoice.

### **5. INSTALMENTS**

The Seller may not deliver the Goods by separate instalments or perform the Services in stages unless specifically agreed in writing by Principality. If Principality does agree, the Contract will be construed as a separate contract in respect of each instalment or stage.

### **6. DELIVERY**

- 6.1 The Goods will be delivered to and the Services will be performed at the address stated in the Order during Principality's normal office hours on the date or within the period specified in the Order, or if no such period is specified then within 28 days of the Order.
- 6.2 Time for delivery or performance will be of the essence.
- 6.3 Principality will not be deemed to have accepted the Goods until it has had 7 days to inspect them following delivery. Principality will also have the right to reject the Goods as though they had not been accepted for 7 days after any latent defect in the Goods has become apparent.
- 6.4 Risk in and ownership of the Goods will pass to Principality on delivery, free from any third party rights or interests (including liens, charges and options).
- 6.5 The Seller shall, at its sole expense until delivery of the Goods in accordance with the Contract, insure the Goods against all risks to their full replacement value.

### **7. SET OFF**

- 7.1 Principality shall be entitled at all times to set off any amount owing at any time from the Seller to Principality against any amount payable at any time by Principality to the Seller without prejudice to any other rights or remedy available to Principality.

### **8. REMEDIES AND INDEMNITY**

- 8.1 Without prejudice to any other right or remedy which Principality may have, if any Goods or Services are not supplied in accordance with or the Seller fails to comply with any of the terms of the Contract, Principality will be entitled (but not obliged) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods or Services have been accepted by Principality:

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 Seller at the risk and cost of the Seller on the basis of a full refund for the Goods so returned being paid forthwith by the Seller;
  - 8.1.3 at Principality's option to give the Seller the opportunity at the Seller's expense either to remedy any defect in the Goods or to supply replacement Goods or re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
  - 8.1.4 to refuse to accept any further deliveries of the Goods but without any liability to Principality;
  - 8.1.5 to carry out at the Seller's expense any works necessary to make the Goods comply with the Contract; and
  - 8.1.6 to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Seller's breach of the Contract.
- 8.2 The Seller will indemnify, keep indemnified and hold harmless Principality from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which Principality incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Seller of the terms of the Contract or any other act or omission of the Seller.
- 8.3 Clause 8.2 shall continue in full force and effect following the delivery of the Goods and/or performance of the Services.

### 9. TERMINATION

- 9.1 Principality may by written notice terminate the Contract immediately if the Seller is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Without prejudice to the generality of the foregoing, failure to deliver the Goods or perform the Services on the due date in accordance with Condition 6.1 is a material breach of the terms of the Contract which is not capable of remedy.
- 9.2 The termination of the Contract, howsoever arising, is without prejudice to the rights, duties and liability of either the Seller or Principality accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

### 10. PROPERTY

- 10.1 All materials, equipment, tools, dies, moulds, drawings, designs, data, models and prototypes supplied by Principality to the Seller or manufactured by the Seller on Principality's behalf under the Contract will at all times be and remain the exclusive property of Principality. All such materials, equipment, tools, dies, moulds, drawings, designs, data, models and prototypes shall be returned to Principality upon termination of the Contract or upon Principality's request.
- 10.2 Each party authorises the other party to use its Intellectual Property Rights solely for the purpose of exercising its rights and performing its obligations under the Contract. Each party agrees that it will have no other rights whatsoever in respect of the other party's Intellectual Property Rights.

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- 10.3 Ownership of all drawings, plans, designs, data, documents, models and searches ("Materials") lawfully obtained by the Seller in carrying out the Services in accordance with the Contract shall vest in Principality and Seller shall provide Principality with accurate copies or originals of all such Materials.
- 10.4 The Seller hereby assigns to Principality with full title guarantee all existing and future Intellectual Property Rights in the Materials, equipment, tools, dies, moulds, drawings, designs, data, models and prototypes manufactured by the Seller on Principality's behalf under the Contract and all Materials embodying such rights to the fullest extent permitted by law.
- 10.5 The Seller warrants and represents on an on-going basis that the performance of its obligations under this Agreement and Principality's receipt and use of the Goods and/or Services, any Intellectual Property Rights provided or made available, and Confidential Information disclosed to it by the Seller, any of the Goods or Services and the exercise of any rights granted to Principality will not infringe any Intellectual Property Rights (or moral rights) of any third party.

### 11. GENERAL

- 11.1 Time for performance of all obligations of the Seller is of the essence.
- 11.2 Each right or remedy of Principality under any Contract is without prejudice to any other right or remedy of Principality under this or any other Contract.
- 11.3 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will be to the extent required, severed from that Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.
- 11.4 No failure or delay by Principality to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.
- 11.5 Principality may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.
- 11.6 The Contract is personal to the Seller who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without Principality's prior written consent.
- 11.7 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing and signed by an authorised officer of Principality.
- 11.8 Nothing in the Contract shall be deemed to constitute a partnership between the parties, nor constitute either party the agent of the other party for any purpose.
- 11.9 The Seller will treat as confidential and not at any time disclose or permit to be disclosed or otherwise make use of or permit to be made use of (other than in the carrying out of its obligations under the Contract) any Confidential Information received during the period of the Contract or previously.
- 11.10 Upon termination of the Contract and at other times when requested to do so and in accordance with the instructions of Principality the Contractor will deliver up to Principality all working papers or other material including but not limited to all Data (in whatever format it is stored) provided to the Seller

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pursuant to the Contract or prepared by it either in pursuance of the Contract or previously in connection with the Contract and shall irretrievably delete all copies of the same, including without limitation, any data stored on any servers, back-up systems, media, magnetic or optical disk or memory and shall inform Principality immediately in writing that such destruction and deletion has taken place.

- 11.11 The Seller acknowledges that in its provision of Goods or Services pursuant to this Contract the parties do not intend that the Seller will have access to and process Personal Data, excepting any clauses to the contrary as described in the Agreement. In the event any Personal Data is accessed by or made available to the Seller as a Data Processor that is not subject to a data processing clause in an Agreement, the Seller shall notify Principality immediately to agree a data processing agreement. Until a data processing agreement is in place, the Seller shall not further process the Personal Data and shall only store the Personal Data received. The Seller warrants that it has in place, or will put in place, appropriate technical and organisational measures to guard against unauthorised or unlawful processing of any Personal Data and against accidental loss or destruction of, or damage to, the Personal Data and will allow its data processing and security and organisational procedures to be scrutinised by Principality's auditors if so requested. The Supplier warrants to Principality that it shall comply with all requirements of the Data Protection Legislation.
- 11.12 The Seller shall obtain and at all times maintain all necessary licences and consents and comply with all applicable laws and regulations.
- 11.13 The Seller shall comply with the Mandatory Policies and shall ensure that all of its employees, temporary staff, external consultants, contractors and suppliers are provided with or have access to the Mandatory Policies and comply with it.
- 11.14 During the term of the provision of any Services, the Seller shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the performance of the Services and shall, on Principality's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.
- 11.15 Subject to the rights of any business owned or controlled by Principality in clause 2.3, the parties to the Contract do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
- 11.16 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law as applied in Wales. The English and Welsh Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.
- 11.17 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service, or if by pre-paid, first-class post or special delivery post, 48 hours after being posted.
- 11.18 The Terms and Conditions within any other Agreement(s) held between Principality and the Seller shall take precedence over those listed within this document. If there is an inconsistency between any of these Terms and Conditions and the clauses of our Agreement(s) respectively, the provisions of our Agreement(s) shall prevail.