

JOINERY / METALWORK / GLASS & GLAZING TENDERING & / PURCHASE ORDER TERMS AND
CONDITIONS

1. In these terms and conditions, ITS Interiors Limited (Company No. 06791093) will be referred to as 'ITS' which name also shall be taken to include all limited companies and other trading organisations from time to time owned, controlled or licensed by ITS Interiors Limited or associated with ITS Interiors Limited.
2. By Submitting a tender or by accepting an order from ITS, you will unequivocally understand that ITS do not agree to the purported imposition of any other parties' terms or conditions of trading – whether by course of dealing or otherwise. Such terms and conditions are excluded from any contract we make and will only be binding upon us if expressly accepted in writing by a ITS corporate director. Any attempt to impose 3rd party terms on conditions on ITS or its Clients will be treated as a Hostile and you may at the discretion of ITS be excluded from a tendering process or have your purchase order cancelled without notice, or be entitled to any payment whatsoever. From time to time and when necessary, and as part of our contract with our client, ITS reserve the right to impose our clients' terms and conditions on the supply of goods. This may relate to specific dates when goods are required, types of materials required, and the quality of goods required.
3. The supplier or tenderer will unequivocally agree that in the event any form of order is issued to them for any required works or products, the supplier will acknowledge and embrace ITS sole and exclusive right and title to ITS Trademarks, Designs, Patterns, Patents and Copyright and shall have no express or implied rights whatsoever with regards to the same.
4. The quantity, quality and description of the product to be supplied will be specified by ITS at tender stage or on the Purchase Order and/or any specification or sample relating to the products provided by ITS to the Supplier to provide goods in accordance with the same shall be a breach of these Terms and Conditions and shall entitle ITS to reject the said goods in their entirety without any payment whatsoever to the Supplier and/or claim damages from the supplier.
5. All copyright design right and all other intellectual property rights attaching to any creative design work, brochure, magazine, leaflet or other advertising material produced for ITS by or on behalf of the Supplier shall be the sole and exclusive property to ITS and the Supplier shall have no express or implied rights whatsoever with regards to the same. We may at time of tendering or prior to placing any orders ask suppliers to issue design drawings free of any charge to ensure ITS understand what the supplier is offering to provide in their tender.
6. The Supplier will comply with all applicable statutes, regulations or other legal requirements from time to time having the force of law in the United Kingdom concerning the manufacture, packing, delivery and sale of the products and the Supplier warrants to ITS that the final manufactured product will be fit for purpose for which it is supplied of merchantable quality and otherwise free from defects in material or workmanship.
7. Where the products are required to be transported to ITS by a carrier, the products for transportation shall be marked in accordance with any instructions given to the Supplier by ITS and the Supplier shall ensure that all requirements of the carrier as to their packaging are complied with by the Supplier. The Supplier shall also ensure that all products for transportation are packaged and secured to a sufficient standard to avoid damage during transportation.
8. The Supplier shall ensure ITS is supplied immediately with all information required by ITS to enable them to receive delivery of the goods from the Supplier at the time and destination stipulated.
9. The Supplier will not sub-contract the manufacture of the products or any part thereof without the prior written consent of ITS. If so authorised by, the Supplier will accept sole responsibility for ensuring that these Terms and Conditions are adhered to by the subcontractor and the products conform with ITS' requirements under these Terms and Conditions in every material particular. The terms of Clause 3 hereof shall apply to any failure by the Supplier to comply with this clause.
10. ITS reserve the absolute right to reject, without any payment whatsoever to the Supplier, if the tender or the products ordered or any part thereof which are not received by ITS on the date specified for delivery.
11. Any Order will only be regarded by ITS as valid if it has been completed on an ITS Purchase Order Form and signed by a duly authorised ITS signatory who shall be designated as such.

12. The written consent of ITS is required prior to the dispatch of any products by the Supplier to ITS should there be any alteration to the prices shown on the Order and ITS shall be under no obligation whatsoever to accept any alteration in the price and in its absolute discretion may require the Supplier to supply the product at the original price or may reject the products in their entirety or any part thereof without any payment whatsoever to the supplier.
13. The Supplier will fully indemnify ITS against any liability, loss, damage, expense or cost incurred by ITS as a result of a breach by the Supplier of any of these Terms and Conditions whatsoever.
14. No waiver or forbearance by ITS (whether express or implied) in enforcing any of its rights under these Terms and Conditions against the Supplier shall prejudice its rights to do so in the future in any manner whatsoever.
15. ITS shall be entitled to a general lien on all goods and material of the Supplier in ITS possession for the unpaid price of all goods and materials provided to the Supplier by ITS under this or any other Order or agreements.
16. The Supplier may not withhold payment of any invoice or other amount due to ITS by reason of any right of set-off or counterclaim which the Supplier may have or allege to have for any reason whatsoever.
17. Any request to tender by ITS or issue of a Purchase Order and these Terms and Conditions by ITS shall be governed by the laws of England, Wales & Scotland and by acceptance of this Tender or Order the Supplier submits to the jurisdiction thereto. Clauses 17 to 27 only apply in those cases where the Supplier is producing ITS designed and branded products.
18. All specifications, drawings samples or designs supplied by ITS to the Tenderer / Supplier in connection with the project or Order or any products specifically produced for ITS by the Supplier in connection with this tender / Order and all copyright, design, rights and other intellectual property rights shall be the sole and exclusive property of ITS and the Supplier shall have no express or implied rights whatsoever with regard to the same. No one without the full written consent of an ITS director shall not use any ITS specification or ITS designed product except as may be required by ITS by the Supplier of the Purchase Order requirements and shall not disclose any information whatsoever relating to the same without the express consent in writing of ITS.
19. All Suppliers will permit ITS access to any premises owned or controlled by the Supplier to discuss and inspect tenders and test any products during manufacture, processing or storage. If the manufacture, process or storage of the goods shall require the goods to be sent to any premises owned by a Third Party, the Supplier will use its best endeavors to obtain consent from the third party to allow ITS access for inspection and testing. If such consent shall not be forthcoming within three working days of the request for inspection or testing being made by ITS to the Supplier, ITS shall be entitled to reject the said goods in their entirety without any payment to the Supplier.
20. No one without the full written consent of an ITS director shall use the ITS Trademark only in the form in which it has been authorised by ITS to the Supplier and shall not, in any circumstances, use the ITS Trademark on any product which has been rejected by ITS in accordance with these Terms and Conditions.
21. No one without the full written consent of an ITS director will not sell, transfer or assign or otherwise dispose of ITS products, specifications or branded materials to any third party without the prior written approval of ITS. Any Supplier will not use specifications, designs, patterns or other branded materials supplied by ITS in the manufacture, processing or packaging of any other products than those specified in the tender or in the Purchase Order for deliver to ITS.
22. ITS do not agree without the express written consent or a corporate director to make up front payments to tenderers or suppliers. Any upfront payments agreed to by an ITS corporate director will be subject to the receipt of relevant vesting certificates and or personal guarantees from the supplier's company directors. Title to all products ordered by ITS and paid for in advance shall pass from the Supplier to ITS immediately upon receipt of payment. Notwithstanding mere receipt of the goods by ITS shall not constitute acceptance and ITS shall be entitled to reject any products delivered by the Supplier which are not in accordance a breach of these Terms and Conditions with the Purchase Order, or any other specification or sample provided by ITS within a reasonable period after any defect has become apparent and the terms of clause 3 shall apply to any such rejection. In the event of the goods being returned to the Supplier, the Supplier may not dispose of them without prior written consent of ITS.
23. Title to all products ordered by ITS shall pass from the Supplier to ITS on receipt of the goods by ITS. Notwithstanding mere receipt of the goods by ITS shall not constitute acceptance and ITS shall be entitled to reject any products delivered by the Supplier which are not in accordance a breach of these Terms and Conditions with the Purchase Order, or any other specification or sample provided by ITS within a reasonable period after any defect has become apparent and the terms of clause 3 shall apply to any such rejection. In the event of the goods being returned to the Supplier, the Supplier may not dispose of them without prior written consent of ITS.



24. All goods and materials or tender information supplied by ITS to the Supplier for the purpose of manufacture of the products or any matter related thereto shall be at the risk of the Supplier as from delivery to the Supplier and the Supplier will always keep them properly stored, protected and insured and separately identified as the sole and exclusive property of ITS.
25. Notwithstanding delivery of the goods and materials referred to in paragraph 23 hereof having been made the property in the goods and materials will not pass to the Supplier from ITS unless and until: a) the Supplier shall have paid the purchase price for the goods in full in cleared funds and b) no other sums howsoever arising shall be due from the Supplier to ITS.
26. Until such time as the property in the goods or materials referred to in paragraph 23 hereof passes to the Supplier in accordance with clause 24 hereof the Supplier and any person or persons deriving title from the Supplier will immediately, upon request from ITS, deliver up to ITS without charge of the goods and materials in possession of the Supplier.
27. In the event any goods and materials are not so delivered up by the Supplier or any person or persons deriving title from the Supplier, the Supplier irrevocably authorises and permits ITS to enter on any premises owned, occupied or controlled by the Supplier and any person or persons deriving title under the Supplier where goods or materials are situated and repossess them.
28. The Supplier will not sell, transfer or pledge or otherwise in any way whatsoever charge by way of security any of the goods or materials which are the property of ITS. If the Supplier does so then ITS shall, without prejudice to any other rights that they may have under these Terms and Conditions or otherwise, be entitled to exercise the right to repossess the goods or materials conferred by clause 25 above immediately and without prior notice to the Supplier.
29. Any Supplier accepting an offer to tender or supply products to ITS unequivocally agrees that all information relating to tenders or the supply of goods to ITS are confidential. Suppliers agree not sell, transfer or pledge or otherwise in any way whatsoever any intellectual property belonging to ITS or their clients. Any breach in this clause will result in the supplier being removed from the tendering process or the ITS approved supplier database immediately and without prior notice to the Supplier. All existing orders Will be cancelled or offers to tender withdrawn.
30. Manufacturers or Suppliers of any equipment, whether purchased, hired, leased, or rented, will as matter of course be expected to supply all technical and test data along with an assurance that all aspects of UK and EC legislation are complied with.