

Purchase Order Terms and Conditions

Applicable to all suppliers of Ziztel Limited, United Kingdom.

1. Definitions

In these Terms:

- “Buyer” means Ziztel Limited, whose registered office is at 96 Rolleston Drive, Arnold, Nottingham, NG5 7JP UK. Registered in England and Wales under number 07197681.
- “Supplier” means the person, firm or company to whom the Purchase Order is issued.
- “Goods” means the goods described in the Purchase Order.
- “Services” means the services described in the Purchase Order.
- “Contract” means the Purchase Order, these Terms, and any documents expressly incorporated.

2. Acceptance of Order

2.1 Acceptance of this Purchase Order constitutes agreement to these Terms and Conditions. Any additional or conflicting terms from the Supplier are rejected unless agreed in writing by the Buyer.

3. Price and Payment

- 3.1 The price shall be as stated on the Purchase Order and is fixed.
- 3.2 Prices are exclusive of VAT unless otherwise stated.
- 3.3 Payment shall be made within 30 days from receipt of a valid invoice and delivery of goods/services or as specified in the Purchase Order.
- 3.4 Invoices should be sent to the buyer’s registered address or via email to accounts@ziztel.com

4. Delivery and Title

- 4.1 Goods shall be delivered on the date and to the location specified in the Purchase Order.
- 4.2 Time is of the essence. Goods and/or Services must be delivered by the date specified in the Purchase Order.
- 4.3 Title and risk shall pass to the Buyer upon delivery and written acceptance.

5. Inspection and Rejection

- 5.1 All goods and services are subject to inspection by the Buyer.
- 5.2 The Buyer may reject goods/services not conforming to the specifications and shall be entitled to replacement or refund.

6. Quality and Warranties

- 6.1 The Supplier warrants that all goods/services shall:
 - Conform to specifications
 - Be free from defects
 - Be of satisfactory quality and fit for purpose
 - If the Goods or Services do not conform, the Buyer may reject them and seek remedies.
- 6.2 The warranty period is 12 months from acceptance unless agreed otherwise.

7. Termination

- 7.1 The Buyer may terminate the Contract with immediate effect for breach, insolvency, or failure to deliver on time or if the Goods or Services do not conform to specification.
- 7.2 The Buyer may terminate for convenience with 30 days' written notice.



8. Confidentiality

8.1 The Supplier shall keep all Buyer information confidential and not disclose it to any third party without prior written consent.

9. Compliance with Law

9.1 The Supplier shall comply with all applicable UK laws, including the Bribery Act 2010, Modern Slavery Act 2015, and relevant health, safety and environmental laws.

10. Liability and Indemnity

10.1 The Supplier shall indemnify the Buyer for all losses arising from:

- Defective goods/services
- Infringement of third-party IP
- Supplier's breach of contract or negligence

10.2 Nothing in this Contract limits liability for death or personal injury caused by negligence or for fraud.

11. Force Majeure

11.1 Neither party shall be liable for failure to perform due to causes beyond reasonable control, these include but are not limited to:

- Acts of War
- Natural Disasters
- Epidemics and pandemics
- Changes in the Law

provided prompt written notice is given.

12. Intellectual Property Rights

12.1 All intellectual property created as part of the Contract shall belong to the Buyer unless otherwise agreed in writing.

13. Insurance

13.1 The Supplier shall maintain adequate insurance coverage for product liability, employer's liability, and public liability, and shall provide evidence upon request.

14. Subcontracting

14.1 The Supplier shall not assign or subcontract the Contract without the Buyer's prior written consent.

15. Audit and Records

15.1 The Buyer reserves the right to audit the Supplier's records relating to the Contract with reasonable notice.

16. Governing Law and Jurisdiction

16.1 This Contract shall be governed by the laws of England and Wales. Any disputes shall be subject to the exclusive jurisdiction of the English courts.

Optional Schedules

- Schedule A: Technical Specifications
- Schedule B: Delivery Schedule
- Schedule C: Supplier Code of Conduct
- Schedule D: Service Level Agreement (SLA)