

ATOC STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES

1. Definitions

The following words used in these conditions of purchase shall have the meanings set out as follows:

"Bribery Act" means the Bribery Act 2010 as amended or re-enacted from time to time;

"Conditions of Purchase" means the terms and conditions set out herein.

"Due Date" means the date stated in the Order for delivery of the Goods and/or Services.

"Goods" mean the articles and things, tangible or intangible or any part of them described in the Order, which are supplied to the Purchaser by the Supplier;

"Order" shall mean the Purchaser's purchase order document and, where used, Specification specifying the Goods and/or Services to be supplied.

"Purchaser" means either ATOC Limited or Rail Settlement Plan Limited or Rail Staff Travel Limited or Train Information Services Limited or Rail Delivery Group Limited (as appropriate);

"Services" means any services or facilities or any part thereof described in the Order and provided to the Purchaser by the Supplier;

"Specification" means the Purchaser's specification document accompanying the Order detailing the Goods and/or the Services required.

"Supplier" means the person, firm or company to whom the Order is addressed and sent.

2. Application of these conditions

2.1 These Conditions of Purchase shall apply to the exclusion of all other terms and conditions of the Supplier save for those set out in the Order or otherwise agreed by the Purchaser in writing which shall take precedence in the event of conflict with these Conditions of Purchase.

2.2 No variations to the Order or to these Conditions of Purchase or any assignment of the Order by the Supplier shall be binding on the Purchaser unless confirmed by the Purchaser in writing.

- 2.3 The Order shall remain valid for a period of 2 weeks following which it shall expire unless accepted by the Supplier in writing within such time and prior to any notice of cancellation by the Purchaser.

3. Documents

The Supplier shall enclose a packing note with the Goods and the Order number shall be endorsed on all packages.

4. Quality

- 4.1 The Goods shall be of sound materials and workmanship and conform as to quantity, quality and description with the detail stated in the Order and/or Specification. Goods supplied against samples or patterns shall be equal in all respects to the samples or patterns. If a standard of performance is specified, the Goods shall be capable of the required standards. Goods shall comply with all relevant statutory industry standards and any rules applicable to the premises where the Goods are to be delivered.

- 4.2 The Services shall be provided with reasonable care and skill and in accordance with the performance stands, if any, specified in the Specification. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute, or equivalent, is current, all goods and materials used/supplied and all Services shall, unless otherwise agreed by the Customer, be provided in accordance with the appropriate standard. The Supplier shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification.

5. Inspection

The Purchaser reserves the right at any reasonable time to inspect the Goods, whether complete or in manufacture, but such inspection shall not relieve the Supplier of any obligations under the Order.

6. Delivery

Any Goods and/or Services shall be supplied by the Supplier on or before the Due Date to the place or places specified in the Order or as subsequently specified in writing by the Purchaser.

7. Passing of property

The property in the Goods and/or Services shall pass to the Purchaser on delivery or payment of the invoice; whichever is the earlier, in accordance with the Order.

8. Price and Payment

The price for the Goods and/or Services shall be as set out in the Order. Invoices shall be submitted by the Supplier on or after the supply of the Goods and/or Services. The Purchaser shall make payment no later than the last day of the month following that in which the invoice is dated.

9. Damage in transit

The Purchaser shall notify the Supplier within 10 days of any apparent damage to Goods whilst in transit.

10. Rejection

10.1 By notice in writing to the Supplier the Purchaser may reject any or all of the Goods if:

10.1.1 the Goods have been damaged in transit; or

10.1.2 the Goods fail to comply with Clause 4, and the Supplier shall collect the rejected Goods within one month from the date of notice.

10.2 If the Supplier fails to collect the Goods, the Purchaser may dispose of them or return them at the Supplier's expense.

11. Guarantee

Unless otherwise stated on this Order, the Goods shall be guaranteed to the standard set out in Clause 4 for 12 months from the delivery of the Goods.

12. Liability for accidents and damage

12.1 The Supplier shall indemnify the Purchaser in respect of all damage or injury to any person including the Purchaser or to any property and against all actions, suits, claims demands, cost, charges and expenses arising in connection therewith caused by:

a) The negligence of the Supplier, his subcontractors, employees or agents,

b) Defective design (other than a design made, furnished or specified by the Purchaser and for which the Supplier has disclaimed responsibility in writing within a reasonable time before issue of the Order or any amendment thereto), defective material or defective workmanship.

12.2 The Supplier shall not be liable to the Purchaser for any loss or profits or of contracts except as expressly provided in the Order.

13. Cancellation

13.1 The Purchaser may cancel the Order in whole or in part by written notice, which shall be effective immediately:

13.1.1 when Goods conforming to the requirements of Clause 4 have not been delivered by the Due Date;

13.1.2 if the Supplier becomes bankrupt or insolvent or makes an arrangement of composition with its creditors or has a winding up petition made against it, or has a liquidator or receiver appointed or enters into liquidation (whether voluntary or compulsory) other than for the purpose of amalgamation or reconstruction.

13.2 The Supplier shall refund to the Purchaser any advance payment for Goods the subject of 13.1.1 above.

13.3 The Purchaser shall be entitled to recover from the Supplier any additional costs, which have been reasonably incurred by the Purchaser in obtaining the Goods and/or the Services not supplied by virtue of the cancellation.

13.4 If the Supplier defaults on the obligations in 13.2 above the Purchaser may deduct such sums from any monies due to the Supplier from the Purchaser.

14. Intellectual Property

The Supplier warrants that all royalties and fees on patented articles, processes and registered designs have been paid and hereby indemnifies the Purchaser in respect of copyright, patent, registered design or other intellectual property rights.

15. Confidentiality

The specifications, patterns, drawings, samples and information issued by the Purchaser in connection with the Order are confidential and their use must be confined to the Supplier, his subcontractors or employees solely for the execution of the Order.

16. Bribery Act

The Supplier shall at all times throughout the Term comply with the provisions of the Bribery Act and maintain adequate procedures in order to ensure evidence of compliance thereunder. The Supplier represents and warrants to the Purchaser that at no time prior to or during the Term has the Supplier acted or omitted to act or will act or omit to act in any way that would cause the Supplier to be in breach of the Bribery Act in respect of the goods and/or services provided under this Order.

17. Assigning or sub-letting

The Supplier shall not assign or sub-let any part of the Order unless written consent has been provided by the Purchaser.

18. Law

English Law and the jurisdiction of the English Courts apply.