

STANDARD TERMS AND CONDITIONS FOR THE PURCHASE OF

relevant services or supply the relevant products, then Supplier will be deemed to have unconditionally accepted UCL's offer. Any attempt by Supplier to accept UCL's offer on terms that are different to UCL's original offer as set out in its purchase order or confirmatory email, as applicable, will be deemed to be a rejection of UCL's original offer. It is at the moment Supplier unconditionally accepts UCL's offer that a contract (**Contract**) is made between Supplier and UCL for the supply of the products and/or services specified in the purchase order or confirmatory email, as applicable. Each Contract is subject to these Terms to the exclusion of all other terms and conditions (including any terms and conditions which Supplier may purport to apply under any quotation, offer, confirmation of order or similar document).

- 4.3 If, in respect of a Contract, there is any conflict or ambiguity in the provisions of the Contract then the following order of decreasing precedence shall apply: (i) the provisions of Clauses 10.7 and 20.3; (ii) the provisions of the UCL purchase order or confirmatory email, as applicable; and (iii) the other provisions of these Terms.
- 4.4 If Supplier rejects, or is deemed to reject, UCL's original offer but supplies the products and/or services specified in UCL's purchase order or confirmatory email, as applicable, then UCL may in its discretion accept those products and/or services and UCL's original offer and these Terms will be deemed to apply to such supply.
- 4.5 UCL retains the right to have any and all products and/or services supplied to UCL pursuant to an offer that is not, or is not deemed by UCL to be, a valid offer removed and/or cancelled at Supplier's sole expense.
- 4.6 UCL may cancel (terminate) the Contract in its entirety at any time, with or without notice, if the Supplier fails to supply the products and/or services specified in the purchase order or confirmatory email, as applicable, within the time specified in the purchase order or confirmatory email, as applicable, or if the Supplier fails to supply the products and/or services specified in the purchase order or confirmatory email, as applicable, in accordance with the terms and conditions of the Contract.

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- 9.2 Each invoice submitted under a Contract must refer to the products supplied and/or services performed and state the unique purchase order number to which it relates.
- 9.3 In respect of a Contract, UCL may withhold payment of any disputed sums and UCL may deduct from any monies UCL owes Supplier under the Contract any monies Supplier owes UCL.
- 9.4

(l) notify UCL

- (b) ensure that all employees, agents and sub-contractors treat UCL's visitors, students, clients, suppliers, prospective, current and former staff members

25 **General**

25.1 Supplier shall not assign or dispose of, or sub-contract, any of Supplier's rights or obligations under these Terms or any Contract without UCL's prior written consent.