

GBR-PRICE RAIL LIMITED – PURCHASE ORDER TERMS & CONDITIONS

Specialists in Track & Lineside Civils

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Bootham, York, England, YO30 7XZ

1. DEFINITIONS

- "Purchaser" means GBR-Price Rail Limited, whether acting as agent for a client or on its own behalf.
- "Order" means the Purchase Order and all documents, including these Conditions.
- "Seller" means the Supplier named in the Purchase Order.
- "Goods" means machinery, plant, equipment, materials, and other items to be supplied under the Order.
- "Delivery Point" means the place specified in the Purchase Order for delivery.

2. COMPLETE AGREEMENT

The Order constitutes the entire agreement between the parties, superseding prior agreements. No amendments are binding unless made in writing via a Change Order.

3. CHANGES

Purchaser may modify quantities, specifications, or drawings in writing. If changes affect cost or delivery, an equitable adjustment shall be agreed.

4. PRICE & PAYMENT

- Prices are fixed unless stated otherwise.
- VAT and taxes must be itemised separately.
- Invoices must be submitted within 30 days of delivery.
- Payment terms: 45 days from the end of the month of invoice receipt.
- Late payment interest may apply under the Late Payment of Commercial Debts (Interest) Act 1998.



5. INVOICE INSTRUCTIONS

Invoices must include:

- GBR-Price Rail's PO number.
- Item description, quantity, unit price, and total amount.
- Delivery details (point, date, docket number).
- Sent to Accounts Department at the address on the Purchase Order.

6. EXPEDITING

Purchaser may inspect Seller's facilities and sub-suppliers. Seller must provide progress reports upon request.

7. INSPECTION & TESTING

- Purchaser may inspect Goods during manufacture and upon delivery.
- Rejected Goods must be rectified promptly at Seller's cost.
- Final acceptance requires a Certificate of Acceptance.

8. WARRANTIES

Seller warrants that Goods:

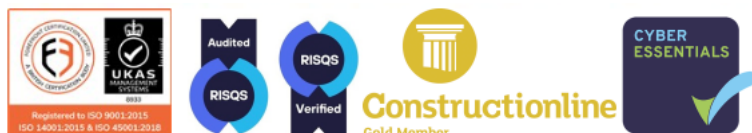
- Are free from defects in design, materials, and workmanship.
- Comply with the Order and are of satisfactory quality (Consumer Rights Act 2015).
- Defects appearing within 12 months of use or 18 months of shipment (whichever is later) shall be remedied at Seller's expense.

9. INTELLECTUAL PROPERTY INDEMNITY

Seller indemnifies Purchaser against patent, copyright, or trademark infringement claims related to the Goods.

10. PACKING & TAGGING

- Goods must be securely packed for transport.



- Machinery parts must be rust-protected.
- All items must be clearly labelled with PO numbers.

11. CANCELLATION

- Stock items: Purchaser may cancel unshipped Goods without penalty.
- Custom items: Cancellation permitted with written notice. Seller must halt work and follow Purchaser's disposal instructions.
- Compensation: Based on work completed, excluding lost profits.

12. DELIVERY

- Goods must arrive at the Delivery Point by the specified date.
- Seller must notify Purchaser of shipment details (method, date, description).

13. DELAYS & FORCE MAJEURE

- Purchaser may cancel for unjustified delays.
- Force Majeure (e.g., strikes, natural disasters) extends delivery timelines.

14. COMPLIANCE WITH UK LAW

Seller warrants Goods comply with all UK laws and regulations, including:

- Health & Safety at Work Act 1974
- UKCA/CE marking (where applicable)
- Modern Slavery Act 2015 (if relevant)

15. FOREIGN CURRENCY

- Payment in foreign currency must follow the Purchase Order terms.
- Exchange rates are fixed per the Bank of England's quoted rate at quotation.

16. GENERAL

- No oral modifications – changes require written agreement.
- Waiver of breach does not imply future waivers.
- Governing Law: English law applies; disputes subject to UK courts.



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