12. Documentation

All intellectual property provided under this PURCHASE ORDER shall be owned by STATS upon commencement of the WORK and the SUPPLIER shall ensure that it executes all documents necessary to effect such ownership.

16. Spares

The SUPPLIER shall supply all replacement parts for the GOODS and shall return to STATS any parts which cannot be repaired.

9. Specifications

The WORK shall in all respects comply with the PURCHASE ORDER and shall in addition be of high quality and acceptable standard. The WORK shall be in compliance with all applicable laws and regulations.

SUPPLIER shall perform the WORK with that degree of skill, care, diligence and good judgment normally exercised by recognised professional firms performing work of the same of similar nature.

10. Defects Correction

SUPPLIER warrants that it will repair, replace or rectify any of the WORK (or any replacement) which is defective. The SUPPLIER’s obligations shall apply only when the WORK is used in accordance with the instructions provided by STATS.

The SUPPLIER’s obligation shall cease 12 months from the original DELIVERY DATE or such other repaired or rectified WORK DELIVERY DATE. Risk in the GOODS or any part thereof which do not comply with the instructions of the PURCHASE ORDER shall pass to the SUPPLIER at the return of the GOODS to the SUPPLIER.

For any part of the SERVICES or GOODS in replaced or performed shall the defects correction period be from date when re-performance, rectification or replacement was completed.

11. Pack

SUPPLIER shall ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet STATS requirements as specified in the PURCHASE ORDER.

The SUPPLIER shall provide STATS to the due date(s), all drawings, certificates, Material Data Safety Sheets or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

13. Compliance

The SUPPLIER will ensure that the WORK will comply with the requirements of all applicable laws and, to the extent that the GOODS and SERVICES contain toxic, corrosive or hazardous materials, the SUPPLIER will ensure that a notice to that effect accompanies each consignment, together with appropriate care handling instructions and data sheet.


The SUPPLIER agrees to assign all intellectual property rights provided under this PURCHASE ORDER shall be owned by STATS upon commencement of the WORK and the SUPPLIER shall ensure that STATS becomes the owner of all intellectual property rights arising from such work done and obligations assumed by STATS in performance of the PURCHASE ORDER prior to its termination. The value of any material, payment for which has been made by STATS but which is left with, and can be put to use by the SUPPLIER, shall be taken into account when calculating such losses but such sum shall not exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

2. STATISTICS AND CONDITIONS – PURCHASE ORDER REV 01

1. Definitions

"AFFILIATE" shall mean any subsidiary or parent or holding company of any company or any other entity in which the SUPPLIER has a direct or indirect equity interest.

"PERSONAL DATA" shall mean any information relating to an identified or identifiable natural person.

"SUPPLIER" shall mean the person, persons, firm or company named in the PURCHASE ORDER to supply GOODS and SERVICES hereinafter defined and shall include SUPPLIER’s legal representatives, successors and assigns.

"SUPPLIER GROUP" shall mean the SUPPLIER, its and their subcontractors, its and their AFFILIATES, its and their respective directors, officers and employees (including agency personnel), but shall not include any parent company or holding company.

2. Interpretation

All instructions, notices, agreements, authorisations, approvals and acknowledgements shall be in writing. All such documentation together with all correspondence and other documents shall be in the English language. Nevertheless if for any reason, it is considered necessary by STATS to give an instruction to the SUPPLIER in a language other than English, the SUPPLIER shall immediately draw the attention of the SUPPLIER to the provision in writing so as to be possible given the circumstances at the time, provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by the SUPPLIER, it shall be considered to have been accepted in writing by STATS.

3. Invalidity and Severability

If any term of this PURCHASE ORDER shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability shall not affect the other provisions of the PURCHASE ORDER and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The STATS and the SUPPLIER agree to attempt to substitute, for any provision found to be invalid or unenforceable, a valid or enforceable provision which achieves to the greatest extent possible, the economic, legal and commercial objectives of the invalid or unenforceable provision.

4. Delivery

The SUPPLIER will deliver or make the GOODS and SERVICES (herein after known as the “WORK”) in accordance with the TRANSPORTATION INSTRUCTIONS and within the TIME LIMIT set out in the PURCHASE ORDER.

5. Liquidated Damages

Should the SUPPLIER fail to complete the WORK or any portion thereof in accordance with the DELIVERY DATE, the SUPPLIER shall be liable and shall pay STATS Liquidated Damages. Liquidated Damages shall accrue at a rate of 1% of the PURCHASE ORDER value for each day of delay, to a maximum of 10% of the PURCHASE ORDER value.

6. Retention of Title

Where any Liquidated Damages are set out in the PURCHASE ORDER, and are applicable, all amounts are specified in the PURCHASE ORDER is critical and that time is of the essence.

Nevertheless if for any reason, it is considered necessary by STATS to give an instruction to the SUPPLIER in a language other than English, the SUPPLIER shall immediately draw the attention of the SUPPLIER to the provision in writing so as to be possible given the circumstances at the time, provided that, if the SUPPLIER confirms in writing any such oral instruction which is not contradicted in writing by the SUPPLIER, it shall be considered to have been accepted in writing by STATS.

7. Taxes

SUPPLIER shall, in accordance with the provisions of Clause 15 shall be solely responsible for the payment of all taxes, levies, duties and charges attributable to the WORK, the GOODS and handling instructions and data sheet.

8. Access

The SUPPLIER shall allow STATS and/or any STATS Client or their client representative who has an interest in the work being undertaken, to inspect, test and inspect the GOODS during manufacture at the SUPPLIER’s premises at any time on reasonable prior notice. Any inspection, testing, exercising or any form of access shall be so as not to interfere with the SUPPLIER’s obligations as specified in the PURCHASE ORDER.

9. Specifications

The WORK shall in all respects comply with the PURCHASE ORDER and shall in addition be of high quality and acceptable standard. The WORK shall be in compliance with all applicable laws and regulations.

SUPPLIER shall perform the WORK with that degree of skill, care, diligence and good judgment normally exercised by recognised professional firms performing work of the same of similar nature.

10. Defects Correction

SUPPLIER warrants that it will repair, replace or rectify any of the WORK (or any replacement) which is defective. The SUPPLIER’s obligations shall apply only when the WORK is used in accordance with the instructions provided by STATS.

The SUPPLIER’s obligation shall cease 12 months from the original DELIVERY DATE or such other repaired or rectified WORK DELIVERY DATE. Risk in the GOODS or any part thereof which do not comply with the instructions of the PURCHASE ORDER shall pass to the SUPPLIER at the return of the GOODS to the SUPPLIER.

For any part of the SERVICES or GOODS in replaced or performed shall the defects correction period be from date when re-performance, rectification or replacement was completed.

11. Pack

SUPPLIER shall ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet STATS requirements as specified in the PURCHASE ORDER.

The SUPPLIER shall provide STATS to the due date(s), all drawings, certificates, Material Data Safety Sheets or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.

13. Compliance

The SUPPLIER will ensure that the WORK will comply with the requirements of all applicable laws and, to the extent that the GOODS and SERVICES contain toxic, corrosive or hazardous materials, the SUPPLIER will ensure that a notice to that effect accompanies each consignment, together with appropriate care handling instructions and data sheet.


The SUPPLIER agrees to assign all intellectual property rights provided under this PURCHASE ORDER shall be owned by STATS upon commencement of the WORK and the SUPPLIER shall ensure that it executes all documents necessary to effect such ownership.

The SUPPLIER provides existing intellectual property right protected material to STATS under this PURCHASE ORDER it shall disclose this to STATS, warrants it has the right to do so and shall indemnify and hold STATS harmless against all loss or liability arising from any third party intellectual property right claims arising both from such existing material and in relation to such bespoke work. Except as provided above both parties, retain ownership in their pre-existing intellectual property rights protected material.

15. Laws and Regulations

The SUPPLIER shall comply with all applicable laws, rules and regulations of any governmental or regulatory body having jurisdiction over the supply of the WORK.

16. Spares

The SUPPLIER shall give sufficient notice to STATS of its intention to cease supply of the GOODS, component parts or replacements to enable STATS to purchase such GOODS, components parts or replacements.

17. Termination

1. STATS may at any time give written notice to the SUPPLIER to terminate the PURCHASE ORDER forthwith and in such event STATS shall pay, and the SUPPLIER shall accept in settlement of all claims under the PURCHASE ORDER, any valid incurred costs backed up by sufficient documentation, for all work done and obligations assumed by STATS in performance of the PURCHASE ORDER prior to its termination. The value of any material, payment for which has been made by STATS but which is left with, and can be put to use by the SUPPLIER, shall be taken into account when calculating such losses but such sum shall not exceed the price set out in the PURCHASE ORDER unless otherwise previously agreed.

2. STATS may terminate the PURCHASE ORDER in the event that:

a) SUPPLIER becomes bankrupt or making a composition or arrangement with its creditors or a winding-up order being made or (for the purpose of amalgamation or reconstruction) a resolution for its voluntary winding up being passed or a liquidator (or in other statutory capacity) sold, disposed of or transferred to any third party or a receiver, Registrar, Administrator or Manager of its business or undertaking being appointed or presenting a petition or having a petition presented applying for an administration order to be made pursuant to Section 9 Insolvency Act 1986, or possession being delivered on behalf of the holder of aFloating Charge by a Floating Chargeholding not secured by a Floating Charge comprising in or subject to the Floating Charge, or any equivalent act or thing being done or suffered under or in connection with any bankruptcy or voluntary winding-up proceedings;

b) the above:

i) STATS enters into the PURCHASE ORDER to for itself and as agent for and on behalf of the CO‐VENTURERS.

ii) STATS is entitled to enforce the PURCHASE ORDER on behalf of CO‐VENTURERS as well as for itself. For the avoidance of doubt, in the event of any payment in respect of any invoice received after this time.

The SUPPLIER's obligation shall cease 12 months from the original DELIVERY DATE or such other repaired or rectified WORK DELIVERY DATE. Risk in the GOODS or any part thereof which do not comply with the instructions of the PURCHASE ORDER shall pass to the SUPPLIER at the return of the GOODS to the SUPPLIER.

10. Defects Correction

SUPPLIER guarantees that it will repair, replace or rectify any of the WORK (or any replacement) which is defective. The SUPPLIER’s obligations shall apply only when the WORK is used in accordance with the instructions provided by STATS.

The SUPPLIER’s obligation shall cease 12 months from the original DELIVERY DATE or such other repaired or rectified WORK DELIVERY DATE. Risk in the GOODS or any part thereof which do not comply with the instructions of the PURCHASE ORDER shall pass to the SUPPLIER at the return of the GOODS to the SUPPLIER.

For any part of the SERVICES or GOODS in replaced or performed shall the defects correction period be from date when re-performance, rectification or replacement was completed.

11. Pack

SUPPLIER shall ensure that the GOODS are properly packed, secured and labelled in accordance with accepted good industry practice and to meet STATS requirements as specified in the PURCHASE ORDER.

The SUPPLIER shall provide STATS to the due date(s), all drawings, certificates, Material Data Safety Sheets or other documentation in the specified format and quantities as detailed in the PURCHASE ORDER.
22. Insurance
SUPPLIER shall have the following along with any other insurance necessary or relevant to the Scope of Work and which covers their obligations and indemnities under the PURCHASE ORDER:-

a) Employers liability is GBP £1,000,000 per occurrence;
b) General Third Party is GBP £1,000,000 per occurrence;
Failure by SUPPLIER to have in place sufficient insurance shall not negate any of the provisions herein.
23. Indemnities
1. STATS has the right to issue instructions to the SUPPLIER at any time to make any variations to the WORK which are within the capability and resources of the SUPPLIER. The SUPPLIER shall proceed immediately as instructed.
2. In the event the SUPPLIER wishes to make variations, SUPPLIER shall issue a written proposal for the WORK (subject to the CONSENT of STATS) for approval. Only at such time as has been given to the SUPPLIER by STATS in writing shall the SUPPLIER be permitted to start the variation works.
3. Any adjustment to the CONTRACT PRICE resulting from any variation shall be valued at the appropriate rates and prices included in the CONTRACT or, in the absence of any appropriate rates and prices, a fair valuation shall be made by STATS.

24. Terms of PURCHASE ORDER
The SUPPLIER shall not at any time subcontract or assign any part of their respective rights or obligations under the PURCHASE ORDER to any other person, without first obtaining STATS prior written consent which shall not be unreasonably withheld or delayed.

25. Special Terms
The SUPPLIER and STATS agree that any special conditions set out in the PURCHASE ORDER will take precedence over the general terms and conditions set out herein.

26. Proper Law and Language
The PURCHASE ORDER shall be construed and take effect in accordance with English Law excluding those conflicts of law rules and choice of law principles which would deem otherwise, and subject to the provisions of clause 22, shall be subject to the exclusive jurisdiction of the English Courts.

The ruling language of the PURCHASE ORDER shall be the English Language.

27. Indemnity Arrangements
a. The SUPPLIER shall be liable for and shall release, save, defend, indemnify and hold harmless the STATS GROUP in respect of Claims arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER for:
   i. personal injury, death, disease or illness of any member of SUPPLIER GROUP;
   ii. loss of or damage to the property belonging to any member of the SUPPLIER GROUP whether owned, leased, hired or otherwise provided by the SUPPLIER GROUP;
   iii. personal injury including death or disease, loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of the SUPPLIER GROUP.

b. STATS shall be liable for and shall release, save, defend, indemnify and hold harmless SUPPLIER GROUP in respect of Claims arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER for:
   i. personal injury, death, disease or illness of any member of STATS;
   ii. loss of or damage to the property belonging to STATS whether owned, leased, hired or otherwise provided by STATS;
   iii. personal injury including death or disease, loss of or damage to the property of any Third Party to the extent that such injury, loss or damage is caused by the negligence or breach of duty (whether statutory or otherwise) of any member of STATS.

c. The SUPPLIER shall save, indemnify, defend and hold harmless STATS GROUP from and against any claim of whatsoever nature arising from pollution emanating from the property, worksite or equipment of the SUPPLIER GROUP arising from, relating to or in connection with the performance or non-performance of the PURCHASE ORDER.

d. Notwithstanding any provision to the contrary elsewhere in the PURCHASE ORDER and except to the extent of any agreed liquidated damages (including, any predetermined termination fees), the SUPPLIER shall release, save, defend, indemnify and hold harmless the STATS GROUP from the SUPPLIER GROUP’s own Consequential Loss and STATS shall release, save, defend, indemnify and hold harmless the SUPPLIER GROUP from STATS’s own Consequential Loss arising from, relating to or in connection with the performance or non-performance of the Agreement.

e. The indemnities given pursuant to the Agreement shall be full and primary irrespective of whether the parties carry insurance in respect of the indemnities given herein.

f. Except as provided in Clauses 27a ii. and 27b iii. above, all exclusions and indemnities given under this Clause 27 shall apply irrespective of cause and notwithstanding the breach of duty (whether statutory or otherwise) of the indemnified party or any other entity or party and shall apply irrespective of the nature or cause or otherwise at law.

Notwithstanding the foregoing, any claims, losses, damages, costs (including legal fees), and expenses caused by SUPPLIER gross negligence or willful misconduct shall be expressly excluded.

28. Clause Survival
In the event of termination of the PURCHASE ORDER the rights and obligations of the parties included in, Clause 6 – Pricing, Clause 7 – Taxes, Clause 14 – Intellectual Property, Clause 17 – Termination, Clause 20 – Consequential Loss, Clause 20 – Dispute Resolution, Clause 21 – Confidentiality, Clause 24 – Transfer of PURCHASE Order, Clause 26 – Proper Law & Language, Clause 27 – Indemnities, Clause 30 – Contracts (Rights of Third Parties) Act shall remain in full force and effect.

29. Force Majeure
Neither party shall be responsible for any failure to fulfil any term or condition of the PURCHASE ORDER if and to the extent that fullfilment has been delayed or temporarily prevented by a force majeure occurrence whether or not foreseeable at the time of entering into the PURCHASE ORDER, which has been notified to the other party and which is beyond the control and without the fault or negligence of the party affected and which by the exercise of reasonable diligence, the said party is unable to provide against.

The term “force majeure”, as used herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, terrorist acts, (whether actual, threatened or reasonably perceived), acts of public enemies, wars, blockades, insurrections, riots, epidemics, landslides, fires, floods, civil disturbances, explosions and any other causes not within the control of the party claiming a suspension, which by the exercise of reasonable diligence such party shall not have been able to avoid or overcome.

For the avoidance of doubt, industrial disputes solely amongst the employees of either of the parties shall not constitute force majeure.

30. Contracts (Rights of Third Parties) Act
The parties intend that no provision of the PURCHASE ORDER shall be for the benefit of any third party or confer any benefit on, nor be enforceable by any person who is not a party to the Contract.

31. Business Ethics & Anti-Bribery Compliance
Both the SUPPLIER and STATS shall uphold the highest standards of business ethics in the performance of the Work. Honesty, fairness and integrity shall be paramount principles in the dealing between the parties. Neither party shall knowingly involve itself in any business in which the work, or use information obtained from the work in any manner which conflicts with the interests of the other party.

With reference to the performance of the WORK, the SUPPLIER hereby represents and warrants that it will comply with all applicable laws, statutes, regulations, codes and conventions relating to anti-bribery and anti-corruption including but not limited to (i) those of the jurisdiction of incorporation of the SUPPLIER and the SUPPLIER’s ultimate parent company; (ii) those of the principal place of business of the SUPPLIER and of any other place indicated on the PURCHASE PUBLIC Officials Act, S.C. 1986, c. 34 (Canada) (vi) the Foreign Corrupt Practices Act of 1977 15 U.S.C. § 78dd-1, et seq. (United States of America); (vii) the Bribery Act 2010 (United Kingdom); and (viii) the principles described in the Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, signed in Paris on 17 December 1997.

which entered into force on 15 February 1999, and the Convention’s Commentaries; all as may be amended and/or superseded from time to time.

STATS will not tolerate any conduct which could be or in breach of any legislation in connection with anti-slavery, human trafficking or any such other considerations.

32. Personal Data Protection
In all cases where applicable in the performance of the WORK, the SUPPLIER agrees to comply with Regulation (EU) No. 2016/679 (General Data Protection Regulation (GDPR)) and any other applicable laws, statutes and regulations in relation to the protection of personal data and SUPPLIER warrants that:

a) any processing of PERSONAL DATA will be done in accordance with the terms of this PURCHASE ORDER and the GDPR;

b) it will implement all appropriate security measures to protect PERSONAL DATA against accidental, unlawful, or unauthorised (i) destruction (ii) loss, (iii) alteration, (iv) disclosure, or (v) access (including remote access).

SUPPLIER will protect PERSONAL DATA against all other forms of unlawful processing, including unnecessary collection, transfer, or processing, beyond what is strictly necessary for the performance of the WORK.

C) Prior to any transfer of PERSONAL DATA by SUPPLIER, SUPPLIER will inform STATS of all obligations on SUPPLIER GROUP as required by all applicable laws.

D) it will promptly, and in any case within seventy-two (72) hours inform STATS through the PURCHASE ORDER

33. Right of Audit
STATS shall have the right, for the duration of the PURCHASE ORDER and for a period of six (6) years following the date that the Work has been performed, to audit and to copy any record and account relating to:

a) All invoices made by the SUPPLIER on STATS; and

b) Any provision of this PURCHASE ORDER under which the SUPPLIER has obligations the performance of which is capable of being verified by audit.

This shall include but not be limited to data and ethical compliance.