

Salix Finance Purchase order terms and conditions for goods and services

[For one-off purchases or purchases under £5,000]

Version: February 2026 v1.5

1. Acceptance of purchase order: The Supplier agrees to provide Goods and/or Services to Salix Finance in accordance with these Terms and Conditions. These Terms and Conditions apply to all Purchase Orders unless alternative terms and conditions are expressly agreed in writing by Salix Finance, in which case such terms and conditions shall take precedence.

2. Contract basis: The Purchase Order constitutes an offer by Salix Finance to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions. The Supplier is deemed to accept all Terms and Conditions upon receipt of the Purchase Order unless it provides written notification within five (5) Working Days of receipt. If no objection is received within this period, acceptance shall be deemed confirmed, at which point the Contract shall come into existence.

Salix Finance's Terms and Conditions shall take precedence over any conflicting terms or conditions contained in, or referred to in, any quotation, acknowledgement, invoice, delivery note, or other document provided by the Supplier, unless expressly accepted in writing by Salix Finance.

Salix Finance Limited is registered at 10 South Colonnade, Canary Wharf, London, E14 4PU. All correspondence relating to the Purchase Order must be addressed to Salix Finance at accounts@salixfinance.co.uk or the address set out in the Purchase Order.

General conditions of purchase

3. Definitions:

Confidential information: any non-public information disclosed by either party, whether in writing, orally, electronically, or by any other means, that is identified or reasonably considered confidential, given the nature of the information and the circumstances of disclosure

Contract: the binding contract between Salix Finance and the Supplier for the supply of Goods and/or Services, comprising of the Purchase Order and these Terms and Conditions

Data protection legislation: all applicable data protection and privacy legislation in force from time to time in the UK, including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426)

Deliverables: the Goods and/or Services to be supplied to Salix Finance, set out in the Purchase Order, including all related outputs and documentation

Force majeure event: an event or occurrence beyond the influence and reasonable control of either party, which hinders, delays or prevents performance by that party of its obligations, including but not limited to governmental regulations and natural disasters

Goods: all items, materials, equipment, or products (or any part of them) to be supplied, as described or as referred to in the specification, quote or other mutually agreed written correspondence and/or as set out in the Purchase Order

Intellectual property rights ('IPR'): all current and future rights in patents, trademarks, copyrights, design rights, and similar rights worldwide

Losses: all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs (calculated on a full indemnity basis) and reasonable professional costs and expenses)

Modern slavery requirements: all applicable laws and regulations relating to modern slavery, including the Modern Slavery Act 2015

Price: the amount payable, by Salix Finance to the Supplier, for the Deliverables as stated in the Purchase Order, inclusive of VAT, and all other costs and charges

Purchase order, PO or order: means the document issued by Salix Finance detailing the Goods and/or Services required, quantity and price (inclusive of VAT)

Salix Finance: Salix Finance Limited – the non-departmental public body issuing the Purchase Order, with company number 05068355 and whose registered office is as set out in clause 2 above – and its authorised representatives

Salix Finance materials: all materials, equipment and tools, drawings, specifications, documentation and data supplied by Salix Finance to the Supplier

Services: all activities, work or tasks to be performed by the Supplier, as described or as referred to in the specification, quote or other mutually agreed written correspondence and/or as set out in the Purchase Order

Supplier: the individual, company or partnership, or other legal entity that is contracted by Salix Finance to provide Goods and/or Services, including its employees, agents and permitted subcontractors

Terms and conditions: these terms and conditions for the purchase of Deliverables

Working days: are any day other than a Saturday, Sunday or public holiday in England and Wales

4. Prices and payment: All prices indicated on the Purchase Order are fixed and inclusive of VAT on the date of issue. No variation of price is permitted unless expressly agreed in writing.

Invoices may only be issued after all Deliverables are delivered unless otherwise stated on the front of the Purchase Order.

The Supplier must submit invoices within 10 Working Days of supplying the Deliverables.

Invoices must: i) include the relevant Purchase Order number, ii) be in pounds sterling, iii) show VAT separately, iv) be submitted as specified in the Purchase Order, and v) be sent electronically to accounts@salixfinance.co.uk.

Disputed or non-compliant invoices will be returned with reasons for rejection. The Supplier is responsible for submitting a correct invoice.

Payment will be made within 30 days of receipt of a valid invoice, unless otherwise agreed in writing.

Salix Finance shall have the right to set off any amounts owed by the Supplier to Salix Finance against any liability of Salix Finance to the Supplier, whether or not either liability arises under the Contract. Any exercise by Salix Finance of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

5. Supply requirements: The Supplier shall support Salix Finance's obligations under Managing Public Money, ensuring value for money, propriety, and transparency.

Where the Purchase Order requires delivery of Goods, the Goods must conform to the quantity, quality, type, and description specified in the Purchase Order, conform to the specification (where one is provided), be of sound materials, fit for purpose, be free from defects in design, material and workmanship. Salix reserves the right to inspect and test the Goods at any time before delivery, and the Supplier shall provide Salix with all facilities reasonably required for such inspection and testing. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing, and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract. If following such inspection or testing, Salix considers that the Goods do not comply or are unlikely to comply with the Purchase Order, Salix shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. Salix may conduct further inspections and tests after the Supplier has carried out its remedial actions.

Where the Purchase Order requires delivery of Services, the Supplier shall, from the date set out in the Purchase Order and for the duration of the Contract, supply the Services to Salix Finance in accordance with these Terms and Conditions. Services must be performed with due care, skill, and diligence by suitably qualified personnel, conform with the description specified in the Purchase Order, conform with the specification (where one is provided) and be fit for purpose.

In providing the Services, the Supplier shall: (i) co-operate with Salix in all matters relating to the Services and comply with all instructions provided by Salix; (ii) provide all equipment, tools and vehicles and such other items as are required to provide the Services; (iii) use the best quality goods, materials standards and techniques, and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to Salix will be free from defect in workmanship, installation and design; (iv) observe all health and safety rules and regulations and any other security requirements that apply at any of Salix's

premises; and (v) hold all materials, equipment and tools, drawings, specifications and data supplied by Salix to the Supplier (Salix Finance Materials) in safe custody at its own risk, maintain Salix Finance Materials in good condition until returned to Salix, and not dispose of or use the Salix Finance Materials other than in accordance with Salix's written instructions or authorisation.

The Supplier must obtain all necessary licenses, permissions, and consents required to engage in business with Salix Finance and carry out its obligations under the Contract and warrants that these are in place.

When on Salix Finance's premises or interacting with staff, the Supplier must comply with all applicable laws and relevant policies, including health and safety, safeguarding and conduct requirements.

6. Delivery and shipping: The Supplier shall, at their own risk and expense, ensure all Goods are properly packed, secured and delivered to the address by the date specified in the Purchase Order. Delivery of the Goods is completed on the completion of unloading of the Goods at the delivery location.

All Goods are subject to inspection and approval by Salix Finance, which reserves the right to reject any non-conforming Goods and return them at the Supplier's expense. A delivery note referencing the Purchase Order number must accompany all Goods.

7. Risk and ownership: Risk in the Goods shall pass to Salix Finance on completion of delivery and acceptance by Salix Finance. Ownership transfers to Salix Finance upon full payment, on delivery, or in the case of consumables, upon use by Salix Finance, whichever occurs first. If Goods are rejected for any reason and Salix Finance notifies the Supplier, the risk immediately reverts to the Supplier.

8. Intellectual property rights: All IPR in or arising out of or in connection with the Services (other than IPR in any Salix Finance Materials) shall be owned by the Supplier. Each party retains ownership of its existing IPR. The Supplier grants Salix Finance a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's existing IPRs as necessary to receive and use the Deliverables.

The Supplier acknowledges that all rights in the Salix Finance Materials are and shall remain the exclusive property of Salix Finance.

9. Remedies and rejection of deliverables: If the Supplier fails to deliver compliant Goods or Services, Salix Finance may: (i) terminate the Contract with immediate effect; (ii) reject non-compliant Goods before or after delivery, and hold them at the Supplier's risk and expense; (iii) return the rejected Goods at the Supplier's expense; require repair, replacement, or full refund; refuse subsequent deliveries or services; (iv) recover costs incurred to procure substitutes from third parties; and/or (v) claim damages for any additional costs, losses or expenses incurred which are in any way attributable to the

Supplier's failure to deliver compliant Goods or Services. The Supplier must refund any payments unless Salix Finance agrees in writing.

These Terms and Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

Salix Finance's rights and remedies under these Terms and Conditions are in addition to, and not exclusive of, any rights and remedies implied by statute and/or common law.

10. Liability, indemnity and insurance: The Supplier shall indemnify Salix Finance against all Losses incurred by Salix Finance as a result of i) any claim that the supply, receipt or use of the Goods or Services (excluding the Salix Finance Materials) infringes the intellectual property rights of any third party, ii) any claim by a third party for death, personal injury or damage to property arising out of or in connection with defective Goods or Deliverables, to the extent that the defect is attributable to the acts or omissions of the Supplier, and iii) any claim by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that the claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier.

The Supplier's total liability arising from the supply of Goods and/or Services shall not exceed 150% of the value of the Purchase Order except that nothing in the Terms and Conditions shall limit or exclude liability for: i) death or personal injury caused by negligence; ii) fraud or fraudulent misrepresentation; or iii) any other liability which cannot lawfully be limited or excluded.

During the term of the Contract, the Supplier shall maintain insurance coverage appropriate to its obligations under the Contract, including i) public liability insurance (£1m), ii) employer's liability insurance (£5m), iii) professional indemnity insurance (£1m), iv) product liability insurance (£1m) and v) provide evidence in the form of a broker's certificate upon request. The Supplier bears all risk of damage or injury during performance, including during transit and while on Salix Finance premises and must ensure coverage for employees, agents, and subcontractors.

11. Confidentiality and data protection: Each term used in this clause shall have the meaning given in the Data Protection Legislation. Both parties shall keep Confidential Information confidential and not disclose it to third parties without prior written consent of the other party, unless required by law. Neither party may use the other party's Confidential Information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract. Each party must comply with Data Protection Legislation and ensure appropriate security, technical and organisational measures. The Supplier shall act only on the documented instructions from Salix Finance, and shall not use Salix Finance's name, logo, or trademarks for any advertising or publicity without Salix Finance's prior written consent. The Supplier shall only retain data and Confidential Information for as long as is necessary to fulfil the Purchase Order or to meet its legal obligations and shall promptly and securely delete or return such data when it is no longer required to fulfil the Purchase Order. The Supplier shall process Personal Data only to the

extent necessary for the purposes of fulfilling the Purchase Order, unless otherwise required by law. The Supplier shall procure that all its personnel and any sub-processors who have access to Personal Data in connection with this Agreement comply with Data Protection Legislation and the terms of this clause 11 and the Supplier shall be liable for all acts and omissions of its personnel and sub-processors.

12. Warranties: Goods are warranted to be free from defects and fit for purpose for a minimum of 12 months after delivery. Services are warranted to be performed with reasonable skill and care.

13. Termination: Without affecting any other right or remedy available to it, Salix Finance may terminate the Contract for convenience, by giving the Supplier 10 Working Days written notice.

Salix Finance may terminate the Contract with immediate effect by giving written notice to the Supplier if the Supplier i) commits a material breach of any term of the Contract, and fails to remedy within 7 Working Days, or ii) becomes insolvent, bankrupt, enters liquidation, administration or any similar arrangement.

Upon termination, the Supplier must deliver any work in progress or Deliverables and shall also i) return all property belonging to Salix Finance, or ii) if agreed in writing by Salix Finance as more practical, securely destroy such property.

14. Force majeure: If delivery or performance is delayed due to a Force Majeure Event, Salix Finance may adjust delivery dates without liability. No payment is due until the Deliverables are supplied. If the event continues for more than six months, either party may terminate the Contract by giving 30 Days written notice.

15. Assignment: Salix Finance may assign, subcontract, delegate, or deal in any other manner with any or all its rights or obligations under the Contract. The Supplier requires prior written consent from Salix Finance to assign, transfer, subcontract, delegate or otherwise deal with their rights or obligations under the Contract. Any approved subcontracting shall not relieve the Supplier of its obligations, and the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own.

16. Modern slavery: The Supplier shall ensure full compliance with the Modern Slavery Act 2015. The Supplier must take steps to prevent modern slavery and human trafficking in its operations and supply chains.

17. Equality, diversity, and inclusion: The Supplier shall not act in a manner that discriminates or allows harassment in breach of the Equality Act 2010. The Supplier shall adhere to Salix Finance's EDI policy and provide any reports or data required to demonstrate compliance.

18. Notices: Notices must be in writing, sent via email to accounts@salixfinance.co.uk or post to the address specified in the Purchase Order. Notices are deemed received on the second Working Day after posting, and if sent by email, upon successful transmission.

19. Severance, waiver, variation and third-party rights: If any provision of the Contract is held invalid or unenforceable, it shall be deemed deleted, but the remaining provisions shall remain in full force. No delay or failure to exercise any right constitutes a waiver. Amendments or variations must be agreed in writing by both parties, except where otherwise allowed by the Contract. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

20. Public sector transparency: The Supplier acknowledges that Salix Finance may disclose Purchase Order information in pursuance of a request made under the Freedom of Information Act 2000 or other transparency or disclosure obligations.

21. Governing law: The Contract and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales

22. Jurisdiction: Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.