

1. In these terms and conditions, ITS Interiors Limited will be referred to as 'ITS Interiors' which name also shall be taken to include all limited companies and other trading organisations from time to time owned, controlled or licensed by ITS Interiors Limited or associated with ITS Interiors Limited.
2. The supplier named on this order acknowledges ITS Interiors' sole and exclusive right and title to ITS Interiors' Trade Marks, Designs, Patterns, Patents and Copyright and shall have no express or implied rights whatsoever with regards to the same.
3. The quantity, quality and description of the product to be supplied will be specified by ITS Interiors on the Purchase Order and/or any specification or sample relating to the products provided by ITS Interiors to the Supplier to provide goods in accordance with the same shall be a breach of these Terms and Conditions and shall entitle ITS Interiors to reject the said goods in their entirety without any payment whatsoever to the Supplier and/or claim damages from the supplier.
4. All copyright design right and all other intellectual property rights attaching to any creative design work, brochure, magazine, leaflet or other advertising material produced for ITS Interiors by or on behalf of the Supplier shall be the sole and exclusive property to ITS Interiors and the Supplier shall have no express or implied rights whatsoever with regards to the same.
5. The Supplier will comply with all applicable statutes, regulations or other legal requirements from time to time having the force of law in the United Kingdom concerning the manufacture, packing, delivery and sale of the products and the Supplier warrants to ITS Interiors that the final manufactured product will be fit for purpose for which it is supplied of merchantable quality and otherwise free from defects in material or workmanship.
6. Where the products are required to be transported to ITS Interiors by a carrier, the products for transportation shall be marked in accordance with any instructions given to the Supplier by ITS Interiors and the Supplier shall ensure that all requirements of the carrier as to their packaging are complied with by the Supplier. The Supplier shall also ensure that all products for transportation are packaged and secured to a sufficient standard to avoid damage during transportation.
7. The Supplier shall ensure ITS Interiors is supplied immediately with all information required by ITS Interiors to enable them to receive delivery of the goods from the Supplier at the time and destination stipulated.
8. The Supplier will not sub-contract the manufacture of the products or any part thereof without the prior written consent of ITS Interiors. If so authorised by ITS Interiors, the Supplier will accept sole responsibility for ensuring that these Terms and Conditions are adhered to by the sub-contractor and the products conform with ITS Interiors' requirements under these Terms and Conditions in every material particular. The terms of Clause 3 hereof shall apply to any failure by the Supplier to comply with this clause.
9. ITS Interiors reserve the absolute right to reject, without any payment whatsoever to the Supplier, the products ordered or any part thereof which are not received by ITS Interiors on the date specified for delivery.
10. Any Order will only be regarded by ITS Interiors as valid if it has been completed on an ITS Interiors Purchase Order Form and signed by a duly authorised ITS Interiors signatory who shall be designated as such.
11. The written consent of ITS Interiors is required prior to the dispatch of any products by the Supplier to ITS Interiors should there be any alteration to the prices shown on the Order and ITS Interiors shall be under no obligation whatsoever to accept any alteration in the price and in its absolute discretion may require the Supplier to supply the product at the original price or may reject the products in their entirety or any part thereof without any payment whatsoever to the supplier.
12. The Supplier will fully indemnify ITS Interiors against any liability, loss, damage, expense or cost incurred by ITS Interiors as a result of a breach by the Supplier of any of these Terms and Conditions whatsoever.
13. No waiver or forbearance by ITS Interiors (whether express or implied) in enforcing any of its rights under these Terms and Conditions against the Supplier shall prejudice its rights to do so in the future in any manner whatsoever.
14. ITS Interiors shall be entitled to a general lien on all goods and material of the Supplier in ITS Interiors' possession for the unpaid price of all goods and materials provided to the Supplier by ITS Interiors under this or any other Order or agreements.
15. The Supplier may not withhold payment of any invoice or other amount due to ITS Interiors by reason of any right of set-off or counterclaim which the Supplier may have or allege to have for any reason whatsoever.
16. This Purchase Order and these Terms and Conditions shall be governed by the laws of England and Wales and by acceptance of this Order the Supplier submits to the jurisdiction thereto. Clauses 17 to 27 only apply in those cases where the Supplier is producing ITS Interiors designed and branded products.

17. All specifications, samples or designs supplied by ITS Interiors to the Supplier in connection with this Order or any products specifically produced for ITS Interiors by the Supplier in connection with this Order and all copyright, design, rights and other intellectual property rights shall be the sole and exclusive property of ITS Interiors and the Supplier shall have no express or implied rights whatsoever with regard to the same.
18. The Supplier shall not use any ITS Interiors specification or ITS Interiors designed product except as may be required by ITS Interiors by the Supplier of the Purchase Order requirements and shall not disclose any information whatsoever relating to the same without the express consent in writing of ITS Interiors.
19. The Supplier will permit ITS Interiors access to any premises owned or controlled by the Supplier to inspect and test the products during manufacture, processing or storage. If the manufacture, process or storage of the goods shall require the goods to be sent to any premises owned by a Third Party, the Supplier will use its best endeavors to obtain consent from the third party to allow ITS Interiors access for inspection and testing. If such consent shall not be forthcoming within three working days of the request for inspection or testing being made by ITS Interiors to the Supplier, ITS Interiors shall be entitled to reject the said goods in their entirety without any payment to the Supplier.
20. The Supplier shall use the ITS Interiors Trade Mark only in the form in which it has been authorised by ITS Interiors to the Supplier and shall not, in any circumstances, use the ITS Interiors Trade Mark on any product which has been rejected by ITS Interiors in accordance with these Terms and Conditions.
21. The Supplier will not sell, transfer or assign or otherwise dispose of ITS Interiors products, specifications or branded materials to any third party without the prior written approval of ITS Interiors. The Supplier will not use specifications, designs, patterns or other branded materials supplied by ITS Interiors in the manufacture, processing or packaging of any other products than those specified by the Purchase Order for deliver to ITS Interiors.
22. Title to all products ordered by ITS Interiors shall pass from the Supplier to ITS Interiors on receipt of the goods by ITS Interiors. Notwithstanding mere receipt of the goods by ITS Interiors shall not constitute acceptance and ITS Interiors shall be entitled to reject any products delivered by the Supplier which are not in accordance with the Purchase Order or any other specification or sample provided by ITS Interiors within a reasonable period after any defect has become apparent and the terms of clause 3 shall apply to any such rejection. In the event of the goods being returned to the Supplier, the Supplier may not dispose of them without prior written consent of ITS Interiors.
23. All goods and materials supplied by ITS Interiors to the Supplier for the purpose of manufacture of the products or any matter related thereto shall be at the risk of the Supplier as from delivery to the Supplier and the Supplier will at all times keep them properly stored, protected and insured and separately identified as the sole and exclusive property of ITS Interiors.
24. Notwithstanding delivery of the goods and materials referred to in paragraph 23 hereof having been made the property in the goods and materials will not pass to the Supplier from ITS Interiors unless and until: a) the Supplier shall have paid the purchase price for the goods in full in cleared funds and b) no other sums howsoever arising shall be due from the Supplier to ITS Interiors.
25. Until such time as the property in the goods or materials referred to in paragraph 23 hereof passes to the Supplier in accordance with clause 24 hereof the Supplier and any person or persons deriving title from the Supplier will immediately, upon request from ITS Interiors, deliver up to ITS Interiors without charge of the goods and materials in possession of the Supplier.
26. In the event the goods and materials are not so delivered up by the Supplier or any person or persons deriving title from the Supplier, the Supplier irrevocably authorises and permits ITS Interiors to enter on any premises owned, occupied or controlled by the Supplier and any person or persons deriving title under the Supplier where goods or materials are situated and repossess them.
27. The Supplier will not sell, transfer or pledge or otherwise in any way whatsoever charge by way of security any of the goods or materials which are the property of ITS Interiors. If the Supplier does so then ITS Interiors shall, without prejudice to any other rights that they may have under these Terms and Conditions or otherwise, be entitled to exercise the right to repossess the goods or materials conferred by clause 25 above immediately and without prior notice to the Supplier.
28. Manufacturers or Suppliers of any equipment, whether purchased, hired, leased, or rented, will as matter of course be expected to supply all technical and test data along with an assurance that all aspects of UK and EC legislation are complied with.