1. Interpretation

1.1 Definitions and Interpretation

(a) "Affiliate" means with respect to a party, any entity that controls, is controlled by or is under common control with such party, whereby 'control' means the ownership of 50% (fifty percent) or more of the share capital;
(b) "Business Day" means day (other than a Saturday, Sunday or public holiday) when banks in Helsinki are open for business;
(c) "Conditions" means the terms and conditions set out in this document as amended from time to time in accordance with clause 16.7;
(d) "Contract" means the contract between the Customer and the Supplier for the sale and purchase of the Goods and/or Services in accordance with these Conditions;
(e) "Customer" means Charles River Discovery Research Services Finland;
(f) "Customer Materials" has the meaning set out in clause 5.3 (t);
(g) "Deliverables" means all documents, products and materials developed by the Supplier, or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
(h) "Goods" means all goods, or any part of them set out in the Order;
(i) "Goods Specification" means any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Customer and the Supplier;
(j) "Order" means the Customer’s order for the supply of Goods and/or Services as set out in the Customer’s purchase order form including the conditions specified therein;
(k) "Intellectual Property Rights" means patents,patents, trade mark, design rights, copyrights, trade secrets and know-how and all other intellectual property rights, in any case whether registered or unregistered and including all applications and rights to apply for and be granted renewals or extensions of, and rights to claim priority from, such rights and all equivalent or similar rights or forms of protection which subject or will subject now or in the future in any part of the world;
(l) "Services" means the services including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Service Specification;
(m) "Service Specification" means a description or specification for Services agreed in writing by the Customer and the Supplier;
(n) "Supplier" the person or company from whom the Customer purchases the Goods and/or Services.

1.2 Interpretation

(a) A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);
(b) Reference to a party includes its personal representatives, successors or permitted assigns;
(c) Reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. Reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;
(d) Any phrase introduced by the terms including, include, in particular or any similar provision shall be construed as illustrative and shall not limit the sense of the preceding those terms; and
(e) A reference to writing or written includes faxes.

2. Basis of Contract

2.1 These Conditions apply to the Contract to the exclusion of any and all other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice, or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase the Goods and/or Services in accordance with these Conditions.

2.3 The Order shall be deemed to be accepted on the earlier of:
(a) the Supplier issuing a written acceptance of the Order; and
(b) the Supplier doing any act consistent with fulfilling the Order, at which time and date the Contract shall come into existence ("Commencement Date.")

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

3. Supply of Goods

3.1 The Supplier shall ensure that the Goods shall:
(a) correspond with their description and any applicable Goods Specification;
(b) be of satisfactory quality (within the meaning of the Finnish Sale of Goods Act (555/1987) as amended) and fit for any purpose held out by the Supplier, or made known to the Supplier by the Customer expressly or by implication and in this respect the Customer relies on the Supplier’s skill and judgment;
(c) where applicable, be free from defects in design, material and workmanship and remain so for twelve (12) months after delivery; and
(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, label, packaging, storage, handling and delivery of the Goods.

3.2 The Supplier shall ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.

3.3 The Customer shall have the right to inspect and test the Goods at any time before delivery.

3.4 If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier’s undertakings at clause 3.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

3.5 Notwithstanding any inspection or testing the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its appropriate remedial actions.

4. Delivery of Goods

4.1 The Supplier shall ensure that:
(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
(b) each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type, exact quantity and description of the Goods (including any reference, where applicable, special storage instructions, if any) and if the Goods are being delivered by installments, with the written consent of the Customer, the outstanding balance of Goods remaining to be delivered. Delivery by installments shall not entitle the Supplier to claim payment prior to completion of the Contract unless expressly agreed in writing by the Customer; and
(c) if the Supplier requires the Customer to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:
(a) on the date specified in the Order, or if no such date is specified, within fourteen (14) days of the date of the Order ("Delivery Date") unless agreed otherwise in writing between the Customer and the Supplier. Time shall be of the essence of delivery.
(b) to the Customer’s premises specified in the Order or such other location as is set out in the Order, or as instructed by the Customer prior to delivery ("Delivery Location"); and
(c) during the Customer’s normal business hours unless otherwise agreed or instructed by the Customer in writing.

4.3 Should any Goods be incorrect delivered the Supplier will be held responsible for any additional costs and expenses incurred in delivering them to their correct destination.

4.4 Delivery of the Goods shall be completed on the completion of unloading the Goods or receipt of the Goods at the Delivery Location.

4.5 If the Supplier:
(a) delivers less than 95% of the quantity of Goods ordered, the Customer may reject the Goods; or
(b) delivers more than 105% of the quantity of Goods ordered, the Customer may at its discretion reject the Goods or the excess Goods, and any rejected Goods shall be returnable to the Supplier at the Supplier's risk and expense. If the Supplier delivers more or less than the quantity of Goods ordered, and the Customer accepts the delivery a pro rata adjustment shall be made to the invoice for the Goods.

4.6 The Supplier shall not deliver the Goods in instalments without the Customer’s prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in any instalment shall entitle the Customer to terminate the remedies set out in Clause 6.

4.7 Title and risk in the Goods shall pass to the Customer on completion of delivery.

5. Supply of Services

5.1 The Supplier shall from the Commencement Date and for the duration of the Contract provide the Services to the Customer in accordance with the terms of the Contract.

5.2 The Supplier shall meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer. Time shall be of the essence of performance of the Services.

5.3 In providing the Services, the Supplier shall:
(a) cooperate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
(b) perform the Services with all reasonable care, skill and diligence in accordance with best practice in the Supplier’s industry, profession or trade;
(c) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with this Contract;
(d) ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Service Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;
(e) provide all equipment, tools and vehicles and such other items as are required to provide the Services;
(f) 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 transferred to the Customer, will be free from defects in workmanship, installation and design;
(g) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;
(h) observe all health and safety rules and regulations and any other security requirements that apply at the Customer’s premises;
(i) hold all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier ("Customer Materials") in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer and not dispose of or use Customer Materials other than in accordance with the Customer’s written instructions or authorisation;
(j) clearly mark the Customer Materials as property of the Customer; and
(k) not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

6. Remedies

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Customer shall without limiting its other rights or remedies, have one or more of the following rights:
(a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
(b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
10. Indemnity
10.1 The Supplier shall keep the Customer indemnified against all liabilities, costs and expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses suffered or incurred by the Customer as a result or in connection with:
(a) any claim made against the Customer for actual or alleged infringement of a third party’s Intellectual Property Rights arising out of or in connection with the supply or use of the Goods, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or sub-contractors;
(b) any claim made against the Customer by a third party for death, personal injury or damage to property arising out of or in connection with defects in the Goods, to the extent that the defect in the Goods are attributable to the acts or omissions of the Supplier’s directors, officers, employees, agents or sub-contractors;
(c) any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its directors, officers, employees, agents or sub-contractors.
10.2 This clause 10 shall survive the termination of the Contract.
11. Insurance
During the term of the Contract and for a period of 6 (six) years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on the Customer’s request produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.
12. Confidentiality
12.1 A Party (‘Receiving Party’) shall keep in strict confidence all technical or commercial, know-how, trade secrets, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (‘Disclosing Party’) and the employees, agents or sub-contractors and any other confidential information concerning the Disclosing Party’s business, its products and services which the Receiving Party may obtain.
13. Termination
13.1 Without limiting its other rights or remedies the Customer may terminate the Contract:
(a) in respect of the supply of Services by giving the Supplier fourteen (14) days’ written notice; and
(b) in respect of the supply of Goods, in whole or in part at any time before delivery with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
13.2 Without limiting its other rights or remedies, the Supplier may terminate the Contract by giving the Customer twenty-eight (28) days written notice.
13.3 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party shall give notice to the other party in the respect of Goods or in respect of the Services and the Contract shall continue in respect of the remaining supply.
13.4 Without limiting its other rights or remedies the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
(a) the Supplier commits a material breach of any of its obligations; or
(b) the Supplier repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with having the intention or ability to give effect to the terms of the Contract;
(c) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts, or is deemed unable to pay its debts within the meaning of the Bankruptcy Act (2004, as amended);
(d) (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier, other than for the sole purpose of a scheme of solvent amalgamation of the Supplier with one or more companies or the solvent reconstruction of the Supplier;
(e) (being a company) an application is made to the court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;
(f) (being an individual) the Supplier is the subject of a bankruptcy petition or order;
(g) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other similar process is levied or prosecuted on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 (fourteen) Business Days;
(h) a person becomes entitled to appoint a receiver over the Supplier’s assets or a receiver is appointed over the Supplier’s assets; or
(i) the Supplier ceases to trade.
16.9 Bribery
(a) The Supplier shall comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption, including but not limited to such laws of the countries in which the Supplier has operations and of the countries in which the Customer and its Affiliates have operations (“Anti Bribery Laws”) and shall not engage in any activity, practice or conduct that would constitute an offence under any applicable Anti Bribery Law.
(b) The Supplier shall have and maintain in place throughout the term of this Contract its own policies and procedures to ensure that it and any of its employees, agents, suppliers and sub-contractors comply with the Anti Bribery Laws and will enforce them where appropriate and in particular in the United Kingdom, if applicable the Supplier shall have in place Adequate Procedures (as defined in the Bribery Act 2010).
16.10 Governing Law
This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the laws and principles of Finland excluding its choice of law provisions and principles. Any dispute, controversy or claim arising out of or relating to this Contract, or the breach, termination or validity thereof, shall be finally settled by arbitration in accordance with the Arbitration Rules of the Finland Chamber of Commerce. The number of arbitrators shall be three. The seat of arbitration shall be Helsinki, Finland. The language of the arbitration shall be English.
17. Supplier Code of Conduct
Supplier will comply with Customer’s Supplier Code of Conduct, which can be found at http://www.criver.com/legal-compliance-policies.