	<b>Terms &amp; Conditions of Purchase</b>		<b>PUR-D-010</b>	
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Where the goods are intended to form part of the Purchaser's supply under a contract with the Employer, such contract ("The Contract") shall be defined overleaf and all terms not specifically defined herein shall be defined as set out in the Contract. A copy of the Contract (other than the details of prices thereunder) may be inspected during normal office hours at the Purchaser's office by prior arrangement.

## 1. SPECIFICATION

- (a) All the goods shall be of the description, quality and quantity set out in the Purchase Order and in the absence of any other specification, all the goods shall be new, free from defects and of good quality and shall comply with all relevant Standards and specifications and shall in all cases be to the reasonable satisfaction of the Purchaser and if appropriate of the Architect/Employer/ Design Engineer/Engineer/Supervising Officer and be fit for the purpose of the Contract works or other purpose as described in or inferred from this Purchase Order. The description, quality or quantity of the goods may be varied only by a written instruction from the Purchaser. Any samples approved by the Purchaser shall be held to be representative in all respects of the goods offered.
- (b) Where any documentation provided by the Supplier defines any performance characteristic of the goods, then the goods shall additionally meet any such definition.
- (c) The Supplier shall appropriately pack and protect the goods such that proper protection shall be afforded to the goods to the point of final installation of the goods from the rigours of multiple handling, on site transportation and, where appropriate, deep sea shipment. Any method of packing stipulated by the Purchaser in this Purchase Order is entirely without prejudice to the Supplier's general obligations stated above and it is the responsibility of the Supplier to advise the Purchaser in the event that any stipulated method of packing is in any respect inadequate. Notwithstanding the generality of the foregoing the Supplier is also required to pack the goods suitable for forklift handling, maximum capacity 2 tonnes per lift and in the case of containerised freight the Supplier shall provide all necessary dunnage, lashing, and strapping.

## 2. WORKING DRAWINGS



Where the Supplier is required to carry out any design work or prepare additional specifications or working drawings, the Supplier shall submit such documentation to the Purchaser by the date or dates stated in this Purchase Order. Where such documentation is to be provided to the Purchaser, the Supplier shall not commence manufacture and/or supply of the goods until an instruction to proceed is received from the Purchaser. Notwithstanding submission of documentation to the Purchaser and receipt of an instruction to proceed, the Supplier shall retain full responsibility to provide the goods in accordance with the provisions of this Purchase Order and the Purchaser shall in no way be deemed to have assumed responsibility for accuracy of the documentation.

## 3. DRAWINGS AND MANUALS

- (a) The Supplier shall, without additional cost to the Purchaser, supply all further drawings, whether needed for information only, approval or final records; operating instructions; maintenance manuals; fabrication reports; test certificates or other such documents at the time required and in the numbers of copies as specified in this Purchase Order or any attachments thereto, to a standard and detail necessary to ensure proper installation, operation, maintenance and repair of the goods.
- (b) The Supplier shall, upon request of the Purchaser, supply samples for testing at no cost to the purchases.

## 4. PRICE AND TERMS OF PAYMENT

- (a) The Purchaser shall pay for the goods at the price set out in this Purchase Order or such price as shall be ascertained from the terms of this Purchase Order.
- (b) The price is inclusive of all delivery and packaging costs unless otherwise stated in this Purchase Order.
- (c) Invoices shall only be payable at the price set out in this Purchase Order unless revised prices have been previously notified to and accepted in writing by the Purchaser by issue of an amendment to this Purchase Order.
- (d) Invoices should be sent as directed in this Purchase Order.
- (e) Payment will be made in accordance with the terms stated on the face of the Purchase Order, or if none stated, 15<sup>th</sup> day of the second calendar month following the month in which invoices are received.
- (f) The Purchaser may exercise a right of set-off against any sums due under this Purchase Order or any sum due or said to be due from the Supplier to the Purchaser under this or any other agreement.

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**5. DELIVERY AND TITLE**

- (a) It is of the essence of this Purchase Order that delivery is made either at the place and the time specified in this Purchase Order or if no place and/or time is specified then at such place and/or at such times as shall be notified by the Purchaser to the Supplier.
- (b) The ownership of the goods and, subject to the Supplier having complied with these Terms and Conditions of Purchase, the risk of the loss or damage thereto shall pass from the Supplier to the purchaser on completion of delivery at the delivery address or, if the delivery is made by instalments, upon completion of delivery as aforesaid of each instalment.
- (c) Where payment is made in advance of delivery, then all goods in respect of which such payment is made shall immediately vest in the Purchaser but risk of loss and damage shall remain with the Supplier until completion of delivery as aforesaid. The Supplier shall ensure these goods are clearly labelled as paid for by the Purchaser and are kept separate from all other goods and materials.

**6. INSURANCE**

The Supplier shall at all times insure the goods to the full replacement value until delivery to and acceptance by the Purchaser. The Purchaser may request sight of the relevant insurance policies.

**7. DEFAULT**

If the Supplier fails to comply with any of the terms of this Purchase Order then, without prejudice to any other rights and remedies the Purchaser may possess, the Purchaser may take any one or more of the following actions:-

- (a) Return the goods to the Supplier at the Supplier’s expense.
- (b) Require the Supplier at the Supplier’s expense to repair and/or replace the goods so that they comply with the requirements of this Purchase Order.
- (c) Repair and/or replace the goods at the Supplier’s expense.
- (d) By notice in writing to the supplier and without incurring any obligation to make further payment to the Supplier cancel this Purchase Order or any part of it.
- (e) Recover from the Supplier such damages as the Purchaser may have incurred in consequence of the Supplier’s failure.



**8. INSPECTION AND TESTING**

- (a) The Supplier shall at no cost to the Purchaser carry out all such tests and operate such quality control procedures as may be necessary for ensuring that all goods comply with Clause 1 of this Purchase Order.
- (b) The Purchaser may specify what inspections, tests and procedures should be carried out ;by the Supplier at the Supplier’s cost in order to demonstrate compliance with Clause 1 of this Purchase Order.
- (c) The Purchaser and parties authorised by the Purchaser shall at all reasonable times have access to the premises of the Supplier and his sub-contractors and suppliers in order to monitor progress, carry out inspections and witness tests.
- (d) The Supplier shall repair and replace, without cost or delay, anything found defective during inspection.
- (e) Where the goods are subject to any inspection, test, approval or acceptance by any Architect/Employer/Design Engineer/Engineer/Supervising Officer acting on behalf of the Purchaser’s Employer no approval or acceptance of the goods shall be binding on the Purchaser until such inspection, testing, approval or acceptance by such Architect (et al) has been made or given.

The exercise of the foregoing rights and obligations shall not relieve the Supplier from his obligations under the terms of this Purchase Order.

**9. PROPERTY RIGHTS**

The Supplier shall indemnify the Purchaser against all costs, losses and expenses howsoever incurred by the Purchaser through any infringement of any patent, copyright or trademark or any like property right arising out of the supply of the goods.

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**10. SUB-LETTING**

The Supplier shall not sub-let any part of this supply without first receiving the written consent of the Purchaser.

**11. INDEMNITY**

The Supplier shall indemnify the Purchaser against any loss or damage including any claim made by any third party and any associated costs arising out of the performance or failure to perform this Purchase Order.

**12. RIGHT OF CANCELLATION**

Without prejudice to the provisions of Clauses 7 and 13 the Purchaser may elect to terminate the Purchase Order in whole or in part by written notice to the Supplier. In such event the Purchaser’s sole liability to the Supplier shall be to make payment to the Supplier of all costs incurred prior to such termination directly related to the Purchase Order under recognised accounting practices, together with a reasonable allowance for overheads and profit on work performed less any disposal or retention value provided that the Supplier has submitted satisfactory documentary evidence as to the precise charges and costs incurred.

**13. TERMINATION**

The Purchaser may terminate the Contract in whole or in part by written notice to the Supplier if the Supplier shall become bankrupt or insolvent or have a receiving order made against it, or commence winding up proceedings (otherwise than a voluntary winding up for the purposes of reconstruction) or have a Receiver, Administrative Receiver or Administrator appointed over all or part of its assets. Upon termination under this or any other clause the Purchaser shall be at liberty to take possession of all plans, equipment, materials and any other documentation that is held by or on behalf of the Supplier and to use the same free of charge for the purpose of completing the Contract.

**14. HEALTH AND SAFETY**

This Purchase Order is conditional on the Supplier complying with the duties imposed on it by the Health and Safety at Work etc. Act 1974 (and in particular reference to Section 6) and any amendment thereto as it may apply to the goods. The Supplier shall meet the requirements of all relevant health and safety legislation both in respect of the goods supplied and the manner of their delivery.



**15. HAZARDOUS SUBSTANCES/DANGEROUS GOODS**

- (a) If any of the goods in this Purchase Order or constituent parts thereof are classified under the category of Dangerous Goods, the Supplier must ensure the Purchaser is advised as to the nature of such Dangerous Goods. The Supplier’s shipping specification and delivery advice must contain full details of such Dangerous Goods and in the case of airfreight the Supplier must also quote the relevant I.A.T.A. number. The Supplier shall be held responsible in the event of failure to comply with the above.
- (b) Where any substance being supplied under this Purchase Order is hazardous to health as defined in the Health and Safety Regulation No. 1657 dated 1988, Regulations 2(a) to (e) inclusive and any amendment thereto, the Supplier shall separately identify any such substance upon delivery to the Purchaser. The Supplier shall, at the time of delivery to the Purchasers, provide guidance notes on the safe handling and usage of all such substances supplied under this Purchase Order and the subsequent disposal of any waste arising therefrom.
- (c) If the total quantity of such substances covered by this Purchase Order is to be delivered in several consignments, each consignment is to be accompanied by the information required by this clause.

**16. PLANT HIRE**

Unless otherwise agreed by the Purchaser in writing, The Model Conditions of the Hiring of Plant agreed between the Civil Engineering Contractors Association and the Construction Plant-hire Association will apply to this Purchase Order in respect of all plant hired for used in the United Kingdom.

**17. TERMS**

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The terms of this Purchase Order shall be unconditionally accepted by the Supplier's written acceptance or delivery of the goods and any terms at variance with these terms contained within any quotation, written acceptance or delivery note issued by the Supplier shall be null and void.

## 18. OTHER TERMS

In the event any one or more of the Terms or Conditions of this Purchase Order are invalid the remainder shall remain in full force.

## 19. COMPLIANCE WITH LAWS

In performing the obligations under this Purchase Order the Supplier shall comply with all Governmental laws, regulations, or codes, local or national, applicable to the country where the goods are to be put in use or operation and, in respect of their transportation, of any country through which the goods are to be transported. The Supplier shall pay the costs of such compliance.

## 20. Commitment to Anti – Bribery

The supplier shall ensure that it and all of its staff, agents, contractors and any other party within their supply chain performing its obligations or exercising its rights under or in connection with any order and/or any other agreement that the supplier may have with the buyer, is committed to complying at all times with all applicable anti-bribery and/or corruption laws, regulations and codes of conduct in all jurisdictions in particular The Bribery Act 2010. The supplier shall notify the buyer immediately in writing if it becomes aware or has reason to believe that it, or any of its staff, agents, contractors and any other party within their supply chain have breached or potentially breached any anti – bribery / or corruption laws, regulations and codes of conduct in any jurisdiction

## 21. PROPER LAW

This Purchase Order, including its formation, construction and validity, shall be governed and construed in accordance with English Law and the parties agree to submit to the exclusive jurisdiction of the English courts provided that any judgement, award or order of the English Courts may be enforced in any jurisdiction.

## 22. SUB-CONTRACTS

In the event that this Order refers to goods or services to be supplied or work or services to be undertaken on a sub-contract basis, the sub-contract terms and conditions appended to this Order shall take precedence over the Terms and Conditions set out herein.

## 23. CE MARKING / DECLARATION of PERFORMANCE

The supplier shall provide where a harmonised standard exists, a copy of the CE documentation and a Declaration of performance. In the case of manufacturers, their products must be manufactured in accordance with the Construction Product Regulations.