

Concrete Repairs Limited Purchase Orders Conditions

1. Definitions: In these Conditions the following definitions shall apply:

"the Conditions" shall mean the Conditions set out herein

"the Contractor" shall mean Concrete Repairs Limited.

"the Main Contract" shall mean the contract between the Contractor and his Employer ("the Employer") under which the Contractor is to carry out certain works and for which the materials or goods are required.

"the Order" shall mean the document issued by the Contractor to the Supplier with these Conditions confirming the materials or goods ("the materials or goods") to be provided by the Supplier with any other details referred to and the price or prices to be paid for the materials or goods ("the price").

"the Project" shall mean the Project in respect of which the Main Contract has been let.

"the Site" shall mean the site where the materials or goods are to be delivered as indicated in the Order.

"the Supplier" shall mean the company, firm or individual providing the materials or goods whether acting through an agent or otherwise and to whom or whose agent the Order is addressed.

2. The Contract The Order and these Conditions shall together constitute the contract ("the Contract") between the Contractor and the Supplier.

3. Materials or goods to be supplied and the price therefor The materials or goods to be supplied by the Supplier to the Contractor hereunder and the prices to be paid therefor are as shown in the Order subject to the Conditions, which Conditions shall govern the Contract to the exclusion of any other terms subject to which any offer or quotation from the Supplier is stated to be accepted or purported to be accepted by the Contractor.

4. Alteration of Order The Contractor shall be entitled to amend alter or adjust the quantity or type of materials or goods stated in the Order at any time without any liability for any loss occasioned to the Supplier thereby.

5. Quality of goods The materials or goods (including manufacturing, storing, testing and packaging) shall comply with any particular requirements detailed in the Order and with all relevant British and European Standards and Codes of Practice or equivalent where applicable and shall be of satisfactory quality and fit for the purpose for which the Contractor intends to use such materials or goods and none of the materials or goods supplied or parts thereof shall be generally known or suspected within the construction or engineering engineering industries at the time of supply to be deleterious to health and safety or to the durability of the Project in the particular circumstances in which they are to be used and shall be in accordance with the guidelines contained in the publication Good Practice in Selection of Construction Materials 30 March 2011 by the British Council for Offices as the same may be updated from time to time.

6. Information Unless otherwise specified in the Order the Supplier shall deliver with each consignment of materials or goods such written information as is required for the proper handling use processing storage and maintenance of the materials or goods and in particular but without limitation all documentary assessments, data sheets and other information required under the COSHH Regulations.

7. Delivery Delivery of the materials or goods shall be made to the Site in accordance with the programme indicated in the Order and at the time or times specified in the Order or in the case of the latter if none after 8 a.m. and before 4 p.m. on weekdays only. The Supplier shall unless otherwise agreed also unload the materials or goods so delivered. The Supplier shall produce a delivery ticket to the Contractor for signature by the Contractor confirming delivery of the materials or goods but such signature shall not constitute acceptance by the Contractor of the conformity with the Contract of the materials or goods so delivered.

8. Compliance with Contractor's procedures etc. The Supplier shall comply and shall ensure that any employee agent or sub-contractor he employs for the purpose of delivering and off-loading the materials or goods to the Site shall comply with all applicable procedures and policies (including health and safety procedures and policies) when delivering materials or goods to the Site and unloading the same and shall comply with the directions and instructions of the Contractor in relation thereto and in particular but without limitation

(i) All drivers of delivery vehicles shall report to the site office and seek permission to enter the Site from the site representative at the site office and take directions as to the destination for off-loading the materials or goods. Upon request the driver and any other occupant of the vehicle shall produce identification.

(ii) the delivery vehicle shall have an off-loading facility or other equipment or machinery that is suitable for off-loading the material or goods all such equipment or machinery having been tested for compliance with statutory requirements at regular intervals and the operator shall hold the appropriate competency certificate.

(iii) All drivers of delivery vehicles and any other persons engaged in delivering and off-loading the materials or goods shall wear appropriate protective clothing including safety helmets, safety footwear and high visibility clothing and shall have all necessary and suitable equipment. The Contractor's Site is a designated hard hat site.

The Contractor accepts no responsibility or liability for any unauthorised personnel of the Supplier entering the Site nor if such personnel enter areas designated as out of bounds or which are potentially hazardous to health.

The Supplier shall be liable for any loss or damage to the materials or goods occurring in or during unloading until the Contractor has taken delivery and for all the acts or omissions of any of his employees agents or sub-contractors in carrying out the delivery and off-loading.

The Contractor shall not be liable for any loss or damage to the materials or goods occurring in or during unloading notwithstanding that the Contractor's employees, servants or agents may assist in or undertake such unloading.

9. Health and Safety assessments etc. The Supplier shall provide either at or before delivery of the materials or goods either a global or job specific

(i) health and safety policy

(ii) relevant risk assessments

(iii) relevant method statements and

(iv) relevant safety certification

in relation to the materials or goods.

10. Time for delivery of the essence The programme and/or times for delivery of the materials or goods (whether in instalments or not) and any varied programme and/or time for delivery pursuant to these Conditions is of the essence. Notwithstanding the foregoing if the Contractor's programme of works under the Main Contract is interrupted or delayed for any reason the Contractor shall be entitled at any time to defer the programme or times(s) for delivery without being liable to make any additional payment or incurring any other liability to the Supplier as a result thereof.

11. Force Majeure If for any cause which could not reasonably have been foreseen or which is beyond the reasonable control of either party the Contractor cannot accept delivery of the materials or goods or the Supplier cannot deliver the materials or goods in accordance with the terms of the Contract the time for delivery shall be extended by such period or periods as is reasonable and neither party shall have a right of action against the other as a result of any loss occasioned thereby.

12. Cancellation as a result of non-performance of the Main Contract

If for any reason the Contractor does not perform that part of the Main Contract for which the materials or goods are required the Contractor may forthwith cancel the whole or remaining part of the Contract in respect of which the terms have not yet been fulfilled by the Supplier and the Contractor's liability hereunder shall be limited to the price payable in respect of such of the materials or goods as have been delivered to Site in accordance with the terms hereof by the date of such cancellation.

13. Supply in excess of quantities stated If any materials or goods delivered to Site are in excess of the quantities specified in the Order the Contractor shall so notify the Supplier but the Contractor shall not be liable to pay for any such excess materials or goods. Upon such notification the property in and the risk of damage to or loss of such excess materials or goods shall revert to the Supplier. The Supplier shall at its own cost collect and remove such excess material or goods within a reasonable time of such notification.

14. Inspection/ testing Where or to the extent that the Contractor or the Employer operates quality control/management procedures which require tests or checks to verify and record compliance with the Contract whether on or off the premises of the Supplier, the Contractor and/or the Employer shall be entitled at all reasonable times to carry out such tests or checks and the Supplier shall co-operate with the Contractor and/or the Employer in implementing those procedures and by providing any documentation reasonably required to record verification. Such tests or checks shall not release the Supplier from any obligation under the Contract.

15. Notice of readiness for testing Where the Contractor has notified the Supplier that tests or checks under clause 14 are required, the Supplier shall give the Contractor and/or the Employer through the Contractor reasonable notice in writing that the materials or goods which the Contractor and/or Employer wishes to test or check are ready for such tests or checks and shall provide at the Supplier's cost all facilities, assistance, labour and materials reports or other documentation as may be necessary to carry out or verify a record of the results of such tests or checks.

The Contractor may reject any material or goods or part or parts thereof if after inspection or testing they are found to be defective or not in accordance with the requirements of the Contract. The costs of any further tests required as a result shall be borne by the Supplier.

16. Property/risk The property in the materials or goods shall pass to the Contractor once delivery has been made to the Site by the Supplier and the Contractor has signed the delivery ticket for the materials or goods so delivered and risk of damage to or loss of the materials or goods shall pass to the Contractor once the Contractor has taken delivery of the materials or goods.

17. Insurance The Supplier shall have and maintain insurances including employers', public and product liability insurances in an amount and for a period sufficient to cover the Supplier's liabilities hereunder including his liabilities in respect of the materials or goods to be supplied hereunder and in particular but without limitation in respect of any damage to or loss of the materials or goods before the Contractor has taken delivery of the materials or goods as set out under clause 16 or any damage caused when delivering and off-loading on the Site or entering or leaving the Site. The Supplier shall if so required by the Contractor produce documentary evidence of such insurances.

18. Copyright/Licence The copyright in all drawings, plans, specifications and any other documentation provided by or on behalf of the Contractor to the Supplier shall remain vested in the Contractor or whoever prepared such documents on its behalf, and the Supplier shall have a licence to copy and use such documentation for the purposes of the Contract but shall not otherwise copy use or show such documentation to any third party without the Contractor's prior written consent. Such documentation shall be returned to the Contractor immediately upon request.

The Contractor shall have a licence to copy and use any drawings, plans, reports, specifications and any other documentation provided by or on behalf of the Supplier for the purposes of the Contract.

19. Payment/invoices Once a consignment of materials or goods has been delivered to Site an invoice therefor at the price or prices set out in the Order (unless varied under clause 20 and if so at the price or prices as so varied) shall be sent by the Supplier in duplicate to the Contractor at his Head Office. Unless stated otherwise in the Order payment will be made by the end of the month following the month in which the invoice is received. Value Added Tax, where applicable shall be shown separately. Any invoice, which qualifies for a cash discount for early payment, shall be clearly marked with the appropriate details. All invoices must quote the Order Number and Contract Number shown on the Order. If the Supplier fails to provide such details the invoice is invalid and the Contractor's obligation to pay does not arise until such time as a valid invoice is supplied.

Monthly statements should also be sent to the Head Office at the same time.

20. Changes in prices Should the Supplier wish to vary any price for the materials or goods specified in the Order he shall so inform the Contractor by written notice and the price shall be varied only if the varied price is confirmed by the Contractor to the Supplier in writing or in a revised Order issued by the Contractor to the Supplier.

21. Other changes or variations Any other alteration or variation to these Conditions including those in respect of the quantity or type of materials or goods pursuant to clause 4 and in respect of delivery pursuant to clauses 10 and 11 shall be confirmed by the Contractor to the Supplier by a revised Order issued by the Contractor to the Supplier.

22. Defects/ Making good The Supplier shall at his own expense make good by replacement or otherwise any defects in the materials or goods which appear on or before the expiry of any Defects Liability Period under the Main Contract or, if not applicable, within a reasonable period after delivery and which in either case are notified by the Contractor to the Supplier and shall bear any expenses reasonably incurred by the Contractor as a consequence of such defects provided that:

- (1) where the materials or goods have been used or fixed such defects are not such that reasonable examination by the Contractor ought to have revealed them before using or fixing and/or
- (2) such defects are due solely to defective workmanship or materials in the materials or goods supplied.

23. Termination The Contractor may at any time forthwith terminate the Contract by written notice to the Supplier. In the event of such a notice the Contractor shall be liable for any payment outstanding in respect of any materials or goods already delivered to Site but the Supplier shall not be entitled to reimbursement of any costs or other losses or compensation as a result of such termination.

24. Termination for breach In the event of any breach of the Contract by the Supplier the Contractor may forthwith terminate the Contract by written notice to the Supplier.

25. Accrued rights Termination of the Contract shall not prejudice or affect the accrued rights or claims of either party to the Contract

26. Set off The Contractor may set off all or any loss and/or expense which it may incur by reason of the Supplier's breach or failure to perform any of the terms and conditions of the Contract or of any other contract between the parties against any sums otherwise due to the Supplier under the Contract or any other contract between the Contractor and the Supplier.

27. Assignment/ sub-letting The Supplier shall not without the prior written consent of the Contractor sublet or assign or in any way transfer any of the rights or obligations hereunder or any part thereof. The Contractor may without the prior written consent of the Supplier at any time sublet or assign or transfer any of the rights or obligations hereunder or any part thereof.

28. Severability If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provisions in question, if any, shall remain in full force and effect.

29. Jurisdiction The Contract shall be governed by and construed in all aspects in accordance with the law of the country in which is situated the Site and each party hereby submits to the non-exclusive jurisdiction of the courts of the country as so determined.

30. Third party rights Nothing in the Contract confers or purports to confer on any third party any benefit or right to enforce any term of the Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.