

<p>1.</p> <p>1.1</p>	<p>Interpretation In these standard conditions of purchase ("Conditions") the following definitions apply:</p> <p>Business Day: a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.</p> <p>Contract: the contract between the Customer and the Supplier for the sale and purchase of the Goods in accordance with the Order and these Conditions.</p> <p>Deleterious: any products or materials which are generally known within the Customer's profession to be deleterious at the time of specification, in the particular circumstances in which they are to be used, or those identified as potentially hazardous in or not in conformity with relevant British or European Standards or Codes of Practice or relevant publications of the Building Research Establishment.</p> <p>Delivery Date: the date specified for delivery of an Order, in accordance with clause 2.2.</p> <p>Delivery Location: the address for delivery of the Goods, as set out in the Order.</p> <p>Goods: the goods (or any part of them) as set out in the Order, as may be further detailed in any relevant quotation or other document to which the Order may refer.</p> <p>Order: the Customer's order for the Goods submitted by the Customer.</p> <p>Price: the price for the Goods, as set out in the Order.</p> <p>Specification: any specification for the Goods, including any related plans and drawings that are agreed by the Customer and the Supplier and/or as set out in or issued with the Order.</p> <p>Supply Contract: See clause 2.1</p>	<p>(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, 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 judgement;</p> <p>(c) where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery;</p> <p>(d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods; and</p> <p>(e) are not Deleterious.</p>	<p>5.</p> <p>5.1</p>	<p>Customer remedies If the Goods are not delivered on the relevant Delivery Date, or do not comply with the undertakings set out in: clause 3.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, and the Customer may exercise any one or more of the following remedies:</p> <p>(a) to terminate the Supply Contract;</p> <p>(b) to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;</p> <p>(c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);</p> <p>(d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;</p> <p>(e) to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and</p> <p>(f) to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.</p>
<p>1.2</p>	<p>In these Conditions:</p> <p>(a) a reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;</p> <p>(b) any phrase introduced by the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and</p> <p>(c) a reference to writing or written includes fax and emails.</p>	<p>3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations in accordance with the Order and/or the Supply Contract.</p> <p>3.3 The Customer has the right to inspect and test the Goods at any time before delivery.</p> <p>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.</p> <p>3.5 Notwithstanding any such 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, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.</p>	<p>5.2</p> <p>If the Goods are not delivered on the Delivery Date, the Customer may at its option claim or deduct 10% per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 50% per cent of the total price of the Goods. If the Customer exercises its rights under this clause 5.2, it may not exercise any of the remedies set out in clause 5.1 in respect of the Goods' late delivery (but such remedies shall be available in respect of the Goods' condition).</p>	
<p>1.3</p>	<p>These conditions apply to the exclusion of any other terms that the Supplier may seek to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.</p>	<p>4.</p> <p>4.1 The Supplier shall ensure that:</p> <p>(a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;</p> <p>(b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and</p> <p>(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.</p>	<p>5.3</p> <p>5.4</p>	<p>These Conditions shall apply to any repaired or replacement Goods supplied by the Supplier.</p> <p>The Customer's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.</p>
<p>2.</p> <p>2.1</p>	<p>Supply Contract This Supply Contract consists of the Order and these Conditions. These Sub-Contract Terms & Conditions (as supplemented and amended by the Order and the Sub-Contract Documents) apply to the Supply Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.</p>	<p>4.2 The Supplier shall deliver the Goods specified in each Order:</p> <p>(a) on its relevant Delivery Date;</p> <p>(b) at the Delivery Location; and</p> <p>(c) during the Customer's normal business hours, or as instructed by the Customer.</p>	<p>6.</p> <p>6.1</p>	<p>Title and risk Title and risk in the Goods shall pass to the Customer on completion of delivery.</p>
<p>2.2</p> <p>2.3</p> <p>2.4</p>	<p>The Supplier shall supply Goods in accordance with the Order, by the delivery date specified in the Order, or, if none is specified, within 5 Business Days of submitting the Order.</p> <p>The Customer may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice.</p> <p>To the extent that there may be any discrepancy or conflict as between the Order and these Conditions, the Conditions shall take precedence over the content of the Order.</p>	<p>4.3 Delivery of Goods is completed on the completion of unloading of those Goods at the Delivery Location.</p> <p>4.4 If the Customer rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Customer may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Customer will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.</p> <p>4.5 The Supplier shall not deliver Orders in instalments without the Customer's prior written consent. Where it is agreed that Orders may be delivered by instalments, such instalments shall be invoiced separately. However, failure by the Supplier to deliver any one instalment on time or at all, or any defect in an instalment, shall entitle the Customer to the remedies set out in clause 5.</p>	<p>7.</p> <p>7.1</p> <p>7.2</p> <p>7.3</p> <p>7.4</p> <p>7.5</p> <p>7.6</p>	<p>Price and payment The Customer shall pay for Goods in accordance with this clause 7.</p> <p>The Price:</p> <p>(a) Unless otherwise stated in the Order excludes amounts in respect of value added tax (VAT), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and</p> <p>(b) includes the costs of packaging, insurance and carriage of the Goods.</p> <p>No extra charges shall be effective unless agreed in writing and signed by the Customer.</p> <p>The Supplier may invoice the Customer for price of the Goods plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the Customer's order number, the Supplier's VAT registration number, and any supporting documentation that the Customer may reasonably require.</p> <p>The Customer shall pay correctly rendered invoices within 45 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.</p> <p>If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above Barclays Bank's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.</p>
<p>3.</p> <p>3.1</p>	<p>The Goods The Supplier shall ensure that the Goods:</p> <p>(a) correspond with their description and any applicable Specification;</p>	<p>7.7</p>	<p>The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.</p>	

<p>8.</p> <p>8.1</p>	<p>Customer materials</p> <p>The Supplier acknowledges that all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.</p>	<p>12.2</p> <p>12.3</p>	<p>Termination of the Supply Contract shall not affect any of the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract which existed at or before the date of termination.</p> <p>Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.</p>	<p>or sent by pre-paid first class post or other next working day delivery service, commercial courier, fax or email.</p> <p>(b)</p> <p>A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 13.8(a); if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.</p>
<p>9.</p> <p>9.1</p>	<p>Indemnity</p> <p>The Supplier shall keep the Customer indemnified against all liabilities, costs, 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 of or in connection with:</p>	<p>13.</p> <p>13.1</p>	<p>General</p> <p>Force majeure. Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure result from acts of God, epidemic, pandemic, terrorist attack or civil war or conflict, chemical contamination, or other analogous events of a similar scale and impact. If the period of delay or non-performance continues for in excess of one week, the party not affected may terminate this Supply Contract by written notice to the affected party.</p>	<p>(c)</p> <p>The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.</p>
<p>9.2</p>	<p>This clause 9 shall survive termination of the parties' contract and/or supply, delivery and/or completion of the Supply Contract.</p>	<p>13.2</p> <p>13.3</p>	<p>Subcontracting. The Supplier may not subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.</p> <p>Confidentiality.</p>	<p>13.9</p> <p>Third party rights. No one other than a party to this Supply Contract shall have any right to enforce any of its terms.</p>
<p>10.</p> <p>10.1</p>	<p>Insurance</p> <p>The Supplier warrants that it shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Supply 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.</p>	<p>(a)</p> <p>(b)</p> <p>(c)</p>	<p>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 subcontractors;</p> <p>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 Goods, to the extent that the defects in the Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and</p> <p>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 employees, agents or subcontractors.</p>	<p>(a)</p> <p>Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party except as permitted by clause 13.3(b).</p> <p>(b)</p> <p>Each party may disclose the other party's confidential information:</p>
<p>11.</p> <p>11.1</p> <p>11.2</p>	<p>Compliance with relevant laws and policies</p> <p>In performing its obligations pursuant to the Supply Contract and/or pursuant to any other contract with the Customer, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force. Should the Supplier fail to comply with clause 11.1 of these Conditions, the Customer may immediately terminate the Supply Contract.</p>	<p>(i)</p> <p>(ii)</p> <p>(c)</p>	<p>to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party's confidential information comply with this clause 13.3(b); and</p> <p>as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.</p> <p>No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.</p>	<p>13.10</p> <p>Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.</p> <p>13.11</p> <p>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 this Contract or its subject matter or formation.</p>
<p>12.</p> <p>12.1</p>	<p>Termination</p> <p>Without limiting its other rights or remedies, either party may terminate the contract with immediate effect by giving written notice to the other party if:</p>	<p>13.4</p> <p>13.5</p> <p>13.6</p> <p>13.7</p> <p>13.8</p>	<p>Entire agreement. This Supply Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.</p> <p>Variation. No variation of the Supply Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).</p> <p>Waiver. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.</p> <p>Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.</p> <p>Notices.</p>	<p>(a)</p> <p>Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally,</p>
<p>(a)</p> <p>(b)</p> <p>(c)</p> <p>(d)</p>	<p>the other party commits a material breach of any term of the Supply Contract and (if such a breach is remediable) fails to remedy that breach within 7 days of that party being notified in writing to do so;</p> <p>the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business;</p> <p>the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or</p> <p>the other party's financial position deteriorates to such an extent that in the terminating party's opinion the other party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.</p>	<p>(a)</p> <p>Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally,</p>		