

CONDITIONS OF PURCHASE

1. The Company shall mean Joseph Ash Ltd: Representatives, Successors or Assigns
2. The Supplier shall mean the firm, person or company to whom the Purchase Order is issued, and its Successors or Assigns.
- 3.1 "Goods" shall mean the goods (including any instalment of the goods or any parts for them) and/or the services which the Supplier is to supply in accordance with these Conditions and included the packaging of such goods.
- 3.2 "Conditions" means the standard terms of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions specified by the Company in its order or agreed in Writing between the parties.
- 3.3 "Contract" means the contract for the purchase and sale of the Goods
- 3.4 "Writing" includes telex, cable, facsimile transmission and comparable means of communication.
4. The contract entered in between the Company and Supplier is for the sale and delivery of the whole of the goods and/or provision of services, as described in the order and any specifications or drawings referred to therein.
5. These conditions shall form part of the contract and shall not be varied and no conditions contained in quotations, letters, advice notes, invoices or other communications issued by the supplier shall annul or vary them unless expressly agreed in writing by the Company
6. Deviation from or modifications to specifications or drawings is subject to the Company's written approval. Should the Supplier consider there is an omission, inconsistency or inaccuracy or that modification should be made then the Supplier shall notify the Company in writing forthwith.
7. The Contract and all information relating to it shall be confidential and not disclosed to any third party, or used by the Supplier for promotional, publicity, advertising or other purposes, except for implementation of the Contract.
8. The Supplier shall when requested by the Company provide drawings and technical data for approval and/or record purposes. Any such approval shall not imply that the Company has checked or is responsible for the accuracy or correctness of the drawings and/or data.
9. The Supplier will indemnify the Company against any loss or claim made against it (whether such claim is settled by it or not) which alleges that the goods infringe any third party rights in any patent, trade or service mark registered design, copyright or any other right of intellectual property whatsoever.

In addition to all statutory warranties the Supplier warrants that the Goods:-
- 10.1 in all respects shall be safe and free from any defects whether or not affecting matters of safety
- 10.2 comply with all statutory requirements and be such that they can be lawfully supplied or used by the Company including, but not limited to, that they can be supplied or used without any breach of any requirement to supply or use goods which conform to a general safety requirement.
- 10.3 unless notified in Writing to the Company prior to delivery, do not comprise or contain any substances hazardous to health within the meaning of The Control of Substances Hazardous to Health Regulations 1988 as amended from time to time.
- 10.4 in all respects shall be of satisfactory quality and of the best design, materials and workmanship and be fit for the purpose for which they are required
- 10.5 in all respects correspond exactly with any samples, drawings and specifications or other descriptions.
- 10.6 in the case of the provision of services shall be carried out in good and workmanlike manner and with the best care and skill.

Without prejudice to the generality of the foregoing, the Goods will maintain the above requirements for (twelve months or) such (longer) period as is reasonable in all the circumstances of the case.
11. The Goods shall comply with any appropriate British Standard specification or British Code of Practice issued by British Standards Institution, current at the date of this Contract and on request the Supplier shall provide written evidence of conformity with such standards.
12. The Goods shall be subject to inspection and approval by the Company inspector or authorised representative.
- 13.1 In the event of the Goods or any instalment thereof in any way failing to comply with this Contract, and without prejudice to any other rights which it may have, the Company may: -
reject the Goods and/or all further instalments of the Goods in which event The Goods will be returnable at the Suppliers expense. If the Goods are not collected by the Supplier within a reasonable time of rejection, the Company shall be at liberty to dispose of the Goods as it thinks fit, including their sale, and shall be liable to account to the Supplier only for the proceeds of any such sale after deduction of all losses and costs incurred.
- 13.2 require the Supplier to repair or replace the Goods whichever it shall choose as soon as is practicable. The terms of this contract shall apply in full to the Goods so repaired or replaced as though they were the goods originally supplied under this contact.
- 14.1 The delivery date is of the essence of this Contract. Where no delivery date is specified, delivery is to be made within a reasonable time, the Company shall have the absolute right at any time, on giving such notice as it considers reasonable in all the circumstances to require the Supplier to deliver the Goods by a stated date which will then be of the essence.
- 14.2 The place for deliver of the Goods shall be the place specified by the Company when the Contract is made or if none is so specified the Company's premises.
15. The Supplier shall be responsible for damage, loss or delay in transit and shall take all necessary precautions that all goods and/or materials are packaged in a safe manner.
- 16.1 The price of the Goods shall be the price set out in the Company's order. The price is fixed and shall not be increased for any reason other than a change in the rate of Value Added Tax.
- 16.2 Payment shall be made (60 days after) (the end of) the month of delivery or the receipt of the invoice by the Buyer (if later).
17. The Supplier shall at all times when on the Company's premises comply with the Company's Health, Safety and other regulations and it shall be the Suppliers obligation before work commences to obtain a copy of and read the regulations.
18. The Supplier shall notify the Company in writing where relevant that materials or goods supplied can be handled, stored, transported and used without risk to Health and Safety as in the 1974 Act.
19. The Company shall not be liable for failure to perform its obligations under contract if such failure results from circumstances beyond its reasonable control.
20. Should the Supplier become subject to an administration order, make an agreement with its creditors, have a receiver appointed or commence winding up for other than amalgamation or company reconstruction purposes or (being an individual) become bankrupt, the Company may without prejudice to any of its other rights terminate the contract forthwith, by notice to the Supplier or to any person in whom the contract may have become vested without any liability on its part.
21. Should the Company's programme or work be interrupted by any exceptional cause it shall be at liberty to defer the delivery dates(s) without incurring any liability. Payment for goods or work to be supplied may be suspended or postponed at the Company's option until the circumstances preventing or hindering have ceased.
22. The Supplier indemnifies the Buyer against all claims, awards, costs, damages or expenses which may fall directly or indirectly upon the Buyer, under the provisions of the Consumer Protection Act 1987 or otherwise which is attributable to the goods being defective at the time of delivery.
23. The Supplier shall not assign or sub-contract this Contract without the consent of the Company in Writing.
24. The Supplier shall indemnify the Company against all costs, damages, fines and expenses, and will make good all loss, including consequential loss, which the Company suffers directly or indirectly by reason of any breach of the Contract by the Supplier.
25. The property in the Goods will pass to the Company free of any charge or encumbrance when the Goods are unconditionally appropriated to the Contract. Without prejudice to such provision, the risk in the Goods shall not pass to the Company until such time as the Goods have been delivered and are accepted by the Company.
- 26.1 The Supplier shall at all times maintain insurance with reputable insurers against all damage and/or injury to persons or property caused or contributed to by negligence of the Supplier or persons for whom it is responsible or be any defect in the Goods or breach of any of the terms of this Contract in a sum not less than £5m in respect of each occurrence.
- 26.2 The Supplier shall produce to the Company on demand such policy of insurance and receipt for payment of the current premium.

SUB CONTRACT SITE WORK CONDITIONS

The following conditions shall apply to any sub-contract site works

1. All the relevant provisions of the Company's Main Contract shall apply To the Contract save as varied by these conditions including (without Limitation) any defects liability period and liquidated damages terms of the Main Contract
2. the Contract work will be carried out to the satisfaction of the Supervising Officer under the Main Contract, or (if none) to the Company's satisfaction
3. The Supplier will:-
 - 3.1 At all times maintain adequate Insurances against Employers Liability, Public Liability and all other risks in accordance with the Main Contract and the Company's written requirements.
 - 3.2 Ensure that its employees observe the normal working hours and holiday periods under the Main Contract
 - 3.3 Meet all costs of overtime work (unless otherwise agreed in writing by the Company).
 - 3.4 Only use erected scaffolding, ladders, or other similar type of non-mechanical plant and equipment with the Company's prior written consent and at the risk of the Supplier.
 - 3.5 Provide all fuel and current required for the Suppliers plant and Equipment at its own cost.
- 3.6 Provide (and on completion remove) at its own cost any necessary offices, messrooms, storage accommodation, materials, tools, plant and other equipment required for the Contract work.
- 3.7 Forthwith make good all defects in or resulting from the Contract work and indemnity the Company against all claims in respect of negligence on the part of its employees and others for whom it is responsible.
- 3.8 Comply in all respects with the provisions of all safety and other regulations applicable to the Contract works.
4. Interim payments (less retention) discount and contra accounts will be paid by the Company as certified by the Supervising Officer.
5. The Company may deduct from any payment due the Supplier a sum equivalent to the amount of any loss or damage sustained by it due to the Suppliers failure to deliver goods and/or to complete the Contract work within the contract period (or periods) or to any other breach of Contract by the Supplier.
6. The Company shall not be responsible for any loss or damage to the Supplier's plant, equipment or other property nor for any injury to the Supplier's employees or others for whom it is responsible arising during the Contract work.