

CONDITIONS OF PURCHASE

No variation may be made to this Purchase Order save by the issue of an Amendment Order.

1. DRAWINGS AND MANUALS

- (a) The Supplier shall, without additional cost to the Purchaser, at the time required, whether needed for information, approval or final records, supply all drawings, operating instructions, maintenance manuals, fabrication reports, test certificates or other such documents in paper and/or electronic format:
 - I. as specified in this Purchase Order or any attachments herein and in the number of copies therein specified, and
 - II. 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 or approval at no cost to the Purchaser.

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 in paper and/or electronic format, 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 permission to proceed is received from the Purchaser. Notwithstanding submission of documentation to the Purchaser followed by the receipt of permission 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. INSPECTION AND TESTING

- (a) The Supplier shall at no cost to the Purchaser carry out all such inspections, tests and operate such quality control procedures that may be necessary and/or the Purchaser specifies as necessary for ensuring that all goods comply with Clause 8 of this Purchase Order.
- (b) 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.
- (c) The Supplier shall repair and/or replace, without cost or delay, anything found defective during inspection.
- (d) Where the goods are subject to inspection, test, approval or acceptance by the Purchaser's client or employer, his agents or representatives, no approval or acceptance of the goods shall be binding on the Purchaser until such inspection, testing, approval or acceptance by such an individual has been made or given.

The exercise of the foregoing of rights and obligations shall not relieve the Supplier from his obligations under the terms of this Purchase Order. The Purchaser is at all times relying on the skill and knowledge of the Supplier.

4. 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 and current premium receipts.

5. SUB-LETTING

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

6. COMPLIANCE WITH LAWS

In performing the obligations under this Purchase Order, the Supplier shall comply with all Government 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 they are to be transported. The Supplier shall pay the costs of such compliance.

7. SPECIFICATION

- (a) All the goods shall be of the description, quality and quantity set out in this 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 Purchaser's client or employer, his agents or representatives and be fit for the purpose of the Contract works or other purpose as described in or inferred from this Purchase Order. The Supplier shall satisfy himself that no materials or substances generally known to be or suspected of being deleterious by the Supplier's trade including substances which have been referred to by the B.R.E. as being hazardous to health or safety or to durability of the goods, or substances which are not in accordance with current British Standards Specifications and Codes of Practice have been incorporated in the goods to be supplied under this Purchase Order. Any samples approved by the Purchaser shall be held to be representative in all respects of the good 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 transportation, multiple handling, on site distribution 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, unless agreed to the contrary, and in the case of containerised freight the Supplier shall provide all necessary dunnage, lashing and strapping.

8. HEALTH AND SAFETY

The 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 5) 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.

9. 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 in any relevant legislation, 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 Control of Substances Hazardous to Health Regulations 1999 (SI 1999 No. 437), and any amendment thereto, the Supplier shall separately identify any such substances upon delivery to the Purchaser. The Supplier shall, at the time and place of delivery to the Purchaser, provide hazard data sheets on the safe storage, 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.

10. 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) The Willerby Landscapes purchase order number must be shown on all invoices, packages and documentation. Invoices should be emailed to suppliers@willerby-landscapes.co.uk and include copies of the delivery notes. Failure to do so may delay payment.
- (e) Payment will be made in accordance with the terms stated on the face of the Purchase Order, or if none stated, against invoices by the end of the calendar month following the month in which invoices are received.
- (f) The Purchaser may exercise a right of set-off against any sums due from the Purchaser to the Supplier under this or any other Purchase Order.

11. 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) Require the Supplier to indemnify the Purchaser for any loss or damage the Purchaser may have incurred in consequence of the Supplier's failure.

12. RIGHT OF CANCELLATION

Without prejudice to the provisions of clauses 12 and 14 the Purchaser may elect to terminate this 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 this 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 Purchase Order in whole or in part by written notice to the Supplier if:

- (a) 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.
- (b) The Supplier is in breach of any provision of the Bribery Act 2010.

Upon termination under this clause the Purchaser shall be at liberty to take possession of all plans, equipment, materials and 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. 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.

15. INTELLECTUAL PROPERTY RIGHTS

- (a) The Supplier warrants that the supply by the Supplier and the use by the Purchaser or any other user of the goods does not and will not infringe any patent, copyright or trademark or any like property right of any third party. The Supplier shall indemnify the Purchaser and the Purchaser's employer against all costs, losses and expenses howsoever incurred through any breach of this warranty.
- (b) Any specifications, plans, drawings, samples, designs or equipment supplied by the Purchaser to the Supplier in connection with the Contract shall remain the property of the Purchaser and shall be treated as confidential and shall not be published or disclosed to any third party or used by the Supplier (except for the purposes of the Contract) save with the consent in writing of the Purchaser.

16. 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 time as shall be notified by the Purchaser to the Supplier.
- (b) In no circumstances shall the risk of damage, loss or destruction of the goods pass to the Purchaser prior to 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) Ownership in the goods shall pass to the Purchaser on delivery of the goods or, if delivered in instalments, upon delivery of any instalment, at the delivery address, or where payment is made for any goods in advance of delivery, upon payment for such goods. All goods in respect of which such payment is made and all materials issued free of charge by the Purchaser to the Supplier shall be clearly identified as the property of the Purchaser and stored in safe and otherwise suitable conditions and in accordance with any instructions given by the Purchaser. The Supplier shall insure the goods on 'All Risks' terms acceptable to the Purchaser in the joint names of the Supplier and the Purchaser and shall notify the Purchaser of such insurance cover.

17. SUB-CONTRACTS

- (a) 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.
- (b) The Supplier shall ensure that all its contractors, suppliers and all other parties it engages for the purposes of its business with the Purchaser comply with the Bribery Act 2010 and all guidance, regulations and codes issued under the Bribery Act 2010 from time to time and shall incorporate express equivalent provisions to that effect within its contracts, supply contracts and other contractual arrangements with its supply chain.
- (c) The Supplier hereby warrants that it does not and shall not at any time in the future:
 - I. Employ any person below the age of 15 (or any applicable higher legal minimum age)
 - II. Use forced labour, slave labour or other forms of involuntary labour, and/or
 - III. Engage in any practice that restricts or has the effect of restricting free movement of its employees, in relation to its business with the Purchaser

18. TERMS

The terms of this Purchase Order shall be unconditionally accepted by the Supplier's undertaking to deliver the goods, whether evidenced by writing or otherwise 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.

19. 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. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Purchase Order.

20. LAW

This Purchase Order, 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.