

Standard Terms and Conditions for the Supply of Goods

1. General

- 1.1 These terms and conditions shall apply to the Purchase Order: unless the Purchase Order refers to a specific contract in which case that specified contract shall apply in conjunction with these terms and conditions in the order of priority identified in the specified contract; subject only to any minor changes to these terms and conditions which are set out in the Purchase Order.
- 1.2 Any purchase by the Buyer is conditional upon acceptance of these terms and conditions by the Provider. If the Provider does not accept these terms and conditions, then the Provider should not accept the Purchase Order, and should inform the Buyer immediately. These terms and conditions will prevail regardless of any terms stated on the Providers documents or correspondence

2. Definitions

- 2.1 'Buyer' means Stone & Ceramic Group.
- 2.2 'Goods' means all or any of the items set out in the Purchase Order which are to be supplied to the Buyer by the Provider.
- 2.3 'Parties' means the Buyer and the Provider.
- 2.4 'Provider' means the person, firm or company named as such on page 1 of the Purchase Order (or its successors in title).
- 2.5 'Purchase Order' means any Purchase Order placed by the Buyer under which the Provider agrees to supply Goods to the Buyer.
- 2.6 'Specification' means the requirements to which the Goods and/or Services supplied shall conform as detailed in the Purchase Order, within the relevant Project Specification & European Standard (EN).
- 2.7 'Working Day' * means the Buyer's usual working days, which exclude weekends, bank holidays, some other days published by the Buyer, or such other days as may be notified to the Provider by the Buyer.

3. Assignment and Sub-contracting

- 3.1 The Provider shall not assign, transfer, sublet or subcontract in whole or in part any of the Purchase Order without the prior written consent of the Buyer.

4. Corruption and Whistleblowing

- 4.1 The Provider shall not do anything, or omit to do anything, which may be considered to be an inducement to any employee of the Buyer. Any such inducement shall be deemed to be a breach, which shall be considered incapable of remedy. The Provider shall report any request for an inducement to the Buyer under the Buyer's Whistleblowing Policy.

5. Intellectual Property

- 5.1 Intellectual property and other rights in the Goods shall vest in the party from whom the Goods originate unless the Goods are produced for the Buyer as bespoke. If the latter applies such rights shall vest in the Buyer upon their creation and the Provider shall do all such things and execute all such documents as the Buyer may require in order to perfect such vesting. The Provider shall ensure that it includes corresponding provisions in its contracts with its own sub-contractors and providers.
- 5.2 In the event of any breach of any such intellectual property rights the Provider shall indemnify the Buyer, unless the Buyer is responsible for the breach in question.

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6. Confidentiality

6.1 Subject to legislative requirements, any confidential information supplied by the Buyer to the Provider or vice versa (including the details of the Purchase Order), shall be kept confidential and shall only be used by the Provider for the performance of its obligations under the Purchase Order. Upon request, and in any event upon expiry or termination of the Purchase Order for whatever reason, the Provider shall either, immediately destroy, or at the Buyer's written request, immediately return to the Buyer, any confidential information provided to it pursuant to the Purchase Order.

7. Price Variation

7.1 The prices contained within the Purchase Order shall apply (without variation) for both the period and/or stated or additional quantity of the Goods, unless specifically otherwise agreed in writing by the Parties.

8. Liability

8.1 Neither party excludes or limits liability to the other for death or personal injury as a result of its negligence.

8.2 The Provider's liability for breach of confidentiality, failure to comply with the requirements of a Purchase Order or infringement of intellectual property rights shall be unlimited unless otherwise agreed in writing by the Parties.

8.3 The liability of either party for direct loss of, or damage to, the tangible property of the other shall be limited to five million pounds per claim unless otherwise stated in the Purchase Order.

8.4 The Provider will ensure that it has insurance in place and shall maintain such insurance throughout the period covered by this contract to cover its liabilities under the Purchase Order, to include professional indemnity & product liability insurance for £5,000,000 (where Services are to be provided) which must be in force for the duration of the contract, public liability insurance for £5,000,000, and employer's liability insurance (where relevant) for £10,000,000 (unless otherwise agreed in writing between the Parties).

9. Documents

9.1 All advice notes, invoices and packing notes issued by the Provider shall be clearly marked by the Provider with the Provider's name, address, Purchase Order number, the item code, date of delivery, quantities, outers, number of units/packages, and a description of the Goods, the address of their intended destination and the due delivery date.

10. Quality and Performance

10.1 The Goods shall conform to the Specification; be of sound design, materials and workmanship; be fit & finished for the purpose for which they are procured by the Buyer, be capable of the required performance without the need for additional works or processes.

10.2 All Services performed under the Purchase Order must be executed by the Provider in a timely, efficient and professional manner to the appropriate prevailing standards and to the reasonable satisfaction of the Buyer.

10.3 Where applicable the Project Specification is available upon formal written request. No want of knowledge claims will be accepted.

10.4 Follow on orders are to be procured by the Provider within the same shade & calibration a previously supplied.

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11. Inspection and Testing

11.1 Before dispatching the Goods the Provider shall, if appropriate and if previously agreed by the Parties, allow the Buyer to inspect and test the Goods for compliance with the Specification and/or any other provisions of the Purchase Order. If in the Buyer's reasonable opinion, the Goods do not comply with the Specification, the Buyer shall inform the Provider (in writing, unless this is impractical) either, of the Buyer's intention to reject the Goods, or the remedial steps which must be undertaken by the Provider to ensure compliance with the Specification.

12. Delivery

12.1 The Provider shall deliver the Goods as instructed in the Purchase Order and obtain a duly authorised receipt for them from an authorised officer of the Buyer clearly stating the quantities, outers, number of units/packages, and description of the Goods supplied. The receipt as detailed shall accompany all invoices issued for payment, if this specific requirement is not completed the invoice shall be treated as invalid until duly provided. Any requirements as to the manner, quantities or special requirements for delivery, specified in the Purchase Order, shall also be complied with by the Buyer.

12.2 The Buyer will allow the Provider access to its premises as necessary for the delivery of the Goods. The Buyer may refuse admission to the Provider's personnel or require such personnel to leave its premises at any time and shall not be obliged to give the Provider the reason(s) for its decision. The Buyer will not apply the provisions of this clause vexatiously.

12.3 Whilst on the Buyer's premises, the Provider shall abide by the Buyer's rules and regulations relating to the premises.

13. Extension of Time, Rescheduling or Cancellation

13.1 If, for any cause beyond the reasonable control of the Provider, delivery of the Goods is delayed, then unless time is of the essence, the time for delivery/performance may be rescheduled by the Buyer (acting reasonably). Delay for any other reason shall be at the sole discretion of the Buyer, in which case the Provider shall be responsible for any additional costs.

13.2 Notification of any anticipated or actual delay must be immediately communicated to the Buyer by the Provider specifying the reasons for the delay.

13.3 If in the reasonable opinion of the Buyer it is inappropriate to reschedule delivery of the Goods then the Buyer may cancel the Purchase Order without incurring any liability for such cancellation.

14. Risk and Title

14.1 Risk and title in the Goods shall only pass to the Buyer upon signed acceptance of the Goods in accordance with Clause 12 & when delivered to the place and address specified in the Purchase Order, unless otherwise agreed in writing by the Parties.

14.2 The Buyer also reserves the right to take possession of all Goods to which it has title.

15. Damage or Loss in Transit

15.1 Any Goods lost or damaged in transit shall be restored or replaced by the Provider at the Provider's expense and to the Buyer's satisfaction.

15.2 Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement Goods have been accepted by the Buyer.

15.3 Goods shall be deemed not to have been delivered by the Provider if a receipt from an authorised officer of the Buyer cannot be produced by the Provider.

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16. Rejection

16.1 Unless otherwise agreed in writing by the Parties, if, at any time within 12 months from the date of delivery, having regard to the nature of the Goods, the Goods fail to comply with the Purchase Order, the Buyer may, by notice to the Provider (which notice shall be confirmed in writing) reject the whole or any part of the Goods whether delivered or installed. The Buyer may then (without prejudice to its other rights and remedies) accept replacement Goods from the Provider at the Provider's expense.

17. Credit & Payment

17.1 The Provider agrees to extend credit account facilities to the Buyer for the VAT inclusive value as may be required to fulfill any pertaining contract. The issue of your quotation constitutes your acceptance to the totality of our terms herein.

17.2 The receipt as detailed shall accompany any invoice issued for payment.

17.3 The Buyer agrees to pay the Provider the total price for the Goods which is stated in the Purchase Order (or otherwise agreed in writing between the Parties) within 65 days following the month end of the Goods being delivered to the Buyer or the Buyers contract address & upon receipt of a valid and undisputed invoice, which (if the Provider determines that VAT is payable) must comply with the requirements of H.M. Revenue and Customs for VAT purposes. The substantial contractual remedy for the late payment is £10.00 per calendar month balance owed (Late Payment of Commercial Debts Regulations 2013).

17.4 All prices and rates which are stated in the Purchase Order are exclusive of VAT (unless otherwise stated in the Purchase Order).

17.5 If the Buyer has informed the Provider that an invoice is disputed by it, the issue will (unless otherwise agreed by the Parties) be referred under the Dispute Resolution Procedure.

18. Set Off

18.1 The Buyer shall be entitled to set off against any sums due to the Provider under the Purchase Order any sums which become payable by the Provider to the Buyer in relation to the Purchase Order or any other contract between the Parties

19. Compliance

19.1 The Provider and its personnel shall at all times comply with all applicable laws, including statutes, regulations and bye-laws of local or other competent authorities.

20. Termination

20.1 If the Buyers employment under the Main Contract is terminated or if the Buyer is employed under a letter of intent (or other equivalent) and the Buyers employment under such letter of intent (or other equivalent) is terminated, the Providers Goods ordered shall no longer be required.

20.2 If the Buyers employment is terminated under clause 20.1:

20.2.1 the provisions of this clause 20.2 shall thereupon apply and the other provisions of these terms which require any further payment to the Provider shall cease to apply whether due or over-due for settlement.

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21. Entire Agreement

21.1 These terms and conditions and the Purchase Order shall (unless expressly agreed otherwise in writing by the Parties) comprise out the entire terms and conditions of the contract in relation to the subject matter of the Purchase Order (subject to clause 1.1) and the Provider's terms and conditions of contracting are expressly excluded. The Purchaser Order and these terms and conditions shall therefore take priority over any other arrangements, communications (whether verbal or written), or any other documents (including, but not limited to, other purchase orders, or other terms and conditions) except if the Purchase Order is displaced pursuant to an over-riding contract pertaining to the Goods and/or Services either, issued by, or referred to, by the Buyer.

22. Contracts (Rights of Third Parties) Act 1999

22.1 The contract between the Parties which is referred to in clause 19.1 does not confer (and is not intended to confer) any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

23. No Agency

23.1 This contract does not either create a partnership between the Buyer and the Provider, or make one of the Parties the agent of the other for any purpose.

24. Publicity

24.1 The Provider shall not, without the prior written permission of the Buyer, advertise or disclose to any third party that it is providing Goods and/or Services to the Buyer.

25. Governing Law

25.1 This contract shall be governed by English law and the Parties shall submit to the exclusive jurisdiction of the English courts.

26. Dispute Resolution Procedure (DRP)

26.1 If any of the Provider's invoices are disputed by the Buyer, then unless otherwise agreed between the Parties, the Parties agree to refer the dispute in accordance with the Buyer's standard Disputes Resolution Procedure.