

# **LINDUM GROUP LIMITED - GENERAL CONDITIONS OF PURCHASE**

## **1. DEFINITIONS**

In this Agreement Lindum Group Limited shall hereinafter be referred to as "the Company" and the person, company or firm to whom this order is addressed or who accepts this order shall hereinafter be referred to as "the Supplier".

## **2. TERMS & CONDITIONS**

All standard terms and/or conditions appended to or forming part of a quotation or contained or referred to in any document of the Supplier shall be deemed to be null and void. No terms or conditions other than those expressed herein and appearing in the Company's Purchase Order shall be incorporated into this Agreement unless expressly agreed to by the parties in writing. These General Conditions of Purchase ('General') shall be subject to such further Special Conditions ('Special') as may be prescribed in writing by the Company. In the event of a conflict between the General and Special Conditions the Special Conditions shall prevail.

## **3. PRICES**

Prices quoted by the Supplier shall be fixed and shall include delivery and packaging. The Company will not accept a variable price quotation or a quotation for prices prevailing at the date of delivery or the like.

## **4. PACKAGING**

The Supplier shall ensure that all goods are properly packaged to survive transit and to resist pilferage, distortion, corrosion or contamination and that all goods are clearly and legibly labelled and addressed.

## **5. PAYMENT**

- 5.1. The Company shall make payment in respect of the goods and/or services supplied 60 days from end of month of invoice. Payment by the Company or any signature on behalf of the Company on delivery notes and the like shall not constitute acceptance that the Supplier's obligations under this Agreement have been fulfilled.
- 5.2. In the event that payment is not made by the Company in accordance with 5.1 above the Supplier shall have the right to claim interest on any sums overdue at the Base Rate of the National Westminster Bank Plc from time to time, per annum from the date when payment became due until the date of payment PROVIDED ALWAYS that the Supplier shall have no right to claim such interest in the event of non-payment or late payment due to any breach of the Supplier's obligations under this Agreement or under any Statute.
- 5.3. In the event that the supply under this Contract includes related services or installation, then the provisions of the Scheme for Construction Contracts (England and Wales) Regulations 1998 as to payment shall apply instead of 60 days from end of month of invoice.

## **6. DELIVERY AND TIME**

The Supplier shall deliver and unload the goods to the point of delivery stated in the Company's order not later than the date for delivery stated therein or subsequently agreed. It is hereby agreed that time shall be of the essence of this Agreement. If the Supplier fails to deliver the goods or supply the services by the date specified in the Company's order or subsequently agreed then the Supplier shall pay and/or allow to the Company the amount of whatever loss, expense or damage that the Company has suffered or shall suffer by reason of such delay. The Company may deduct the amount of such loss expense or damage from any monies due or to become due to the Supplier and any shortfall shall be payable by the Supplier to the Company.

## **7. DOCUMENTATION**

The Supplier shall ensure compliance with the following:-

- 7.1.** All correspondence bears the Company's order number
- 7.2.** All Invoices and Statements show separately the VAT rate and the amount of VAT charged and the Supplier's VAT Registration number.
- 7.3.** To enable the Company to comply with its obligations under the Control of Substances Hazardous to Health Regulations 1988 as amended in 1994 all substances supplied under this Agreement must be:-
  - 7.3.1.** Labelled in accordance with the Classification Packaging and Labelling of Dangerous Substances Regulations 1984 and any amendment thereof.
  - 7.3.2.** Provided with necessary data sheets under Section 6 of the Health & Safety at Work Act 1974 at the time of supply.
  - 7.3.3.** Where any substance supplied has a Maximum Exposure Level (MEL) or Occupational Exposure Limit (OEL) full details thereof must be supplied.

## **8. WARRANTY**

The goods and/or services must comply in all respects with the descriptions in the Company's order and with any statements or undertakings made by the Supplier or anyone on behalf of the Supplier prior to the Company's order. The Supplier undertakes that the goods and/or services shall be of first class quality and the Company has placed its order relying upon the Supplier's skill and expertise and any statements or representations made by the Supplier.

## **9. DEFECTIVE GOODS AND/OR SERVICES**

If the goods and/or services or any part thereof are found to be defective at the time of delivery or performance or at any time thereafter within 12 months of the date of delivery and/or performance then the Supplier shall rectify and/or replace the goods and/or services at the Company's option and at the Supplier's own expense. All terms and conditions of this Agreement shall apply to any such rectification or replacement. This provision shall not affect and shall be without prejudice to the Company's rights and remedies in respect of any breach of the Supplier's obligations under this Agreement or under any Statute.

## **10. PROPERTY AND RISK**

The property (title) and risk in any goods supplied shall pass to the Company upon payment by the Company therefor or upon delivery of the goods if sooner, but without prejudice to the Company's right to reject the goods if they are unsatisfactory in whole or in part.

## **11. CANCELLATION**

The Company shall be entitled to cancel its order in respect of the goods and/or services at any time prior to delivery and/or performance thereof by giving written notice of cancellation to the Supplier. In the event that the Company so cancels then the Company shall reimburse the Supplier in respect of any direct costs and/or loss incurred by the Supplier by reason of the cancellation and the Company shall not be liable to any further or greater extent.

## **12. INDEMNITY**

The Supplier shall be liable for and hereby agrees to fully indemnify and keep indemnified the Company against all of the following:-

- 12.1.** Any claim whatsoever in contract or tort or otherwise for any direct or indirect loss, expenses, costs or damages in respect of any property real or personal whatsoever and/or any death of or injury to any person whomsoever arising from or caused by or in connection with any defect in or failure of the goods and/or services or part thereof or any error in the Supplier's design or drawings or any act or omission of the Supplier or anyone acting on behalf of the Supplier.

**12.2.** Any claim for infringement of any letter patent or registered design or trademark or trade name by reason of the use or sale of the goods supplied or performance of the services and also against all costs or damages which the Company may incur in any action for such infringement or for which the Company may become liable in such action.

**12.3.** Any royalties payable by the Supplier.

The Supplier shall not be liable if any claim or loss mentioned above shall be respectively made or caused as a direct result of any negligent act or omission of the Company.

### **13. INSOLVENCY**

In the event of the Supplier becoming insolvent, bankrupt or making a composition or arrangement with its creditors or having a winding up order made or a resolution for voluntary winding up made (except for the purpose of reconstruction) or a Receiver, Manager or Liquidator appointed, the Company shall be at liberty to either:-

**13.1** Terminate this Agreement immediately by notice in writing to the Supplier or to the Receiver, Manager or Liquidator or to any person in whom this Agreement may become vested as the case may be, or

**13.2** Give to such Receiver, Manager, Liquidator or to any person in whom this Agreement may become vested the option of performing this Agreement subject to providing to the Company a suitable guarantee in respect of the performance of this Agreement.

### **14. VISITS**

The Company shall be entitled to make reasonable visits to any or all of the Supplier's premises for the purpose of inspecting work in progress subject to the Company giving to the Supplier not less than 48 hours notice of such visit.

### **15. CONFIDENTIALITY**

The Supplier shall hold as confidential all information, details, specifications, drawings or any other matter relating to the goods and/or services to be supplied in so far as any or all of the foregoing are provided by or on behalf of the Company or at the Company's expense and shall not disclose these or any of them to any person whomsoever in any manner whatsoever, excepting only disclosure to the Supplier's employees, sub-contractors and Suppliers necessary for the performance by the Supplier of this Agreement. All such information, details, specifications, drawings and any other matter including all copies thereof shall be returned to the Company upon completion or termination or suspension of this Agreement.

### **16. ANTI CORRUPTION**

The Company is committed to zero tolerance in relation to corruption and bribery. The Supplier shall comply with the Company's anti-bribery policy, which is published on the Company's website [www.lindumgroup.com](http://www.lindumgroup.com)

**16.1.** The Supplier undertakes to the Company that :-

**16.1.1.** It has not engaged in any corrupt activity and it will use reasonable due diligence to ensure that its directors, officers and employees have not and shall not engage in any corrupt activity;

**16.1.2.** It has not acted or conducted itself, and it will use reasonable due diligence to ensure that its directors, officers and employees have not and will not act or conduct themselves, in any manner that would place the Company in breach of section 7(1) of the Bribery Act 2010;

**16.1.3.** It has and will continue to implement and maintain sufficient procedures to comply with its aforesaid undertaking and to prevent any associated person from engaging in any corrupt activity and/or any conduct that would cause an offence under section 7 of the Bribery Act 2010;

- 16.1.4.** It shall include adequate provisions in any contract between itself and its sub-contractors, consultants and suppliers to prevent any corrupt activity and to comply with the provisions of section 7 of the Bribery Act 2010; and
- 16.1.5.** It will supply to the Company upon request reasonable evidence of its compliance with the foregoing undertakings.
- 16.2.** The Supplier shall indemnify and hold harmless the Company from and against any loss, damages, expense, costs or other liabilities suffered or incurred by the Company as a result of the breach by the Supplier or by any person for whom the Supplier is responsible, of the undertakings herein contained.
- 16.3.** In the event of the breach by Supplier or by any person for whom the Supplier is responsible, of the undertakings herein contained the Company may by notice to the Supplier terminate the contract for supply and any other contract between the Company and the Supplier with immediate effect.

## **17. LAW & ADJUDICATION**

English law shall be the proper law of this Agreement and all claims arising from this Agreement shall be settled by reference to the English legal system.

- 17.1.** In the event that the supply under this Contract includes related services or installation, then the provisions of the Scheme for Construction Contracts (England and Wales) Regulations 1998 as to Adjudication shall apply, and the nominating body is hereby specified as The Royal Institution of Chartered Surveyors.
- 17.2.** All disputes between the parties may, if the parties agree, be resolved by arbitration by an arbitrator to be agreed by the parties or in default of agreement to be appointed by the President of the Chartered Institute of Arbitrators.

## **18. THIRD PARTIES**

This Agreement shall not and shall not purport to confer on any person who is not a party to it any right to enforce any term or condition of this Agreement for the purposes of the Contracts (Rights of Third Parties) Act 1999.