

Terms and Conditions

relating to the

Purchase of

Goods and Services

Revision
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1. GENERAL

1.1 Definitions

The following words used in these conditions of purchase shall have the meanings set out as follows:

"Conditions of Purchase"	means the terms and conditions set out herein.
"Due Date"	means the date stated in the Order for delivery of the Goods and/or Services.
"Goods"	mean the articles and things, tangible or intangible or any part of them described in the Order, which are supplied to the Purchaser by the Supplier;
"Order"	shall mean the Purchaser's purchase order document and, where used, Specification specifying the Goods and/or Services to be supplied.
"Purchaser"	means CISDI UK Limited;
"Services"	means any services or facilities or any part thereof described in the Order and provided to the Purchaser by the Supplier;
"Specification"	means the Purchaser's specification document accompanying the Order detailing the Goods and/or the Services required.
"Drawings"	means the drawings referred to in the specification or any amendments to the drawings, or commented on by the Purchaser, or any other drawings that may from time to time be presented or commented upon by the Purchaser.

"Supplier"	means the person, firm or company to whom the Order is addressed and sent.
"Sub-Contractor"	means any person, firm or company to whom any part of the Goods has been subcontracted in accordance with clause 2.17.
"Order Price"	means the sum agreed in the purchase order document.
"Order Value"	means that part of the Order Price at any time that is apportionable to the whole or part supply of the goods.
"Acceptance Tests"	means those tests made on acceptance of the goods relating to the performance of the goods as specified in the order or as agreed between the Purchaser and Supplier.
"Month"	means calendar month.

1.2 Application of these conditions

These Conditions of Purchase shall apply to the exclusion of all other terms and conditions of the Supplier save for those set out in the Order.

In the event of conflict between any documentation the order of precedence shall be as follows:-

1. Purchase Order
2. Purchasers Terms and Conditions relating to the Purchase of Goods and Services (this document)
3. Suppliers Documentation

No variations to the Order or to these Conditions of Purchase or any assignment of the Order by the Supplier shall be binding on the Purchaser unless confirmed by the Purchaser in writing.

The Order shall remain valid for a period of 2 weeks following which it shall expire unless accepted by the Supplier in writing within such time and prior to any notice of cancellation by the Purchaser.

2. PROVISION OF GOODS

Where Services are provided as part of the Order please also refer to the ADDITIONAL TERMS RELATED TO THE PROVISION OF SERVICES

2.1 QUALITY

The Goods shall be of sound materials and workmanship and conform as to quantity, quality and description with the detail stated in the Order and/or Specification. Goods supplied against samples or patterns shall be equal in all respects to the samples or patterns. If a standard of performance is specified, the Goods shall be capable of the required standards. Goods shall comply with all relevant statutory industry standards and any rules applicable to the premises where the Goods are to be delivered.

The Services shall be provided with reasonable care and skill and in accordance with the performance standards, if any, specified in the Specification. Where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute, or equivalent European Standard, is current, all goods and materials used/supplied and all Services shall, unless otherwise agreed by the Purchaser, be provided in accordance with the appropriate standard. The Supplier shall provide and maintain an organisation having the necessary facilities and employees of appropriate qualifications and experience to undertake the tasks identified in the Specification.

2.2 WARRANTIES

The Supplier warrants that the goods and/or services shall:-

- a) Not be changed without the prior written consent of the Purchaser
- b) Be of the best available design and of the best quality and workmanship without fault or defect (including latent defect)
- c) Conform to the Purchase Order (including but not limited to the Specification)
- d) In the case of goods, be fully operational and be delivered with all parts that are required for correct operation including all safety devices, etc whether or not these parts are specified in the Purchase order or in any of the Suppliers documentation.
- e) In the case of goods, be supplied with all necessary documentation related to the safe handling, storage and operation of the goods, in particular related to hazardous materials that will be clearly identified including appropriate instructions for safe transportation and disposal.
- f) Comply with any applicable quality assurance standards for which the Supplier is approved.
- g) Comply with all laws that are applicable to design, manufacture, quality, packaging, labelling, transportation, delivery, health, safety and environmental standards that are in force at the time of supply.
- h) Notify the Purchaser as soon as it becomes aware of any breach of Laws or any health and safety hazard or issue which arises in relation to the Goods or Services (which notification shall not release the Supplier from any liability and/or obligations in respect of such breach, hazard or issue).

The warranties given under this condition 2.2 shall survive any performance, acceptance or payment pursuant to the Order and shall be extended to any repaired or replacement Goods or substituted or remedial services provided by the Supplier.

2.3 SCHEDULE

The Supplier will furnish the Purchaser, by the date specified in the Order, with a schedule covering the complete activities to be undertaken including design, material supply, manufacture and testing of the goods to be supplied. The schedule will highlight any key dates fixed for overall completion and delivery, and where appropriate to acceptance or completion test dates.

2.4 PROGRESS AND EXPEDITING

The Supplier will prepare monthly progress reports indicating the progress made in relation to design, material supply, manufacture and the expected delivery date.

The Purchaser reserves the right at any reasonable time to expedite the progress of the supply of the goods, whether complete or in manufacture. The supplier must ensure that the expediting personnel of the Purchaser shall receive appropriate information and assistance as reasonably requested by the Purchaser in relation to the expediting of the goods in order that the Purchaser is able to ascertain the actual progress that has been attained. Expediting shall not relieve the Supplier of any obligations under the Order.

If the Supplier is of the opinion that they will be unable to meet the obligations of the Order, either in part or whole, the supplier must inform the Purchaser in writing specifying the conditions and reasons for such failure or delay. This obligation is still applicable even if the cause of any problem is a result of any actions by the Purchaser. Failure to notify the Purchaser shall not be a reason for the Supplier to exclude, reduce, or mitigate the Supplier's obligations under the Order.

2.5 INSPECTION

The Purchaser reserves the right at any reasonable time to inspect the Goods, whether complete or in manufacture, but inspection shall not relieve the Supplier of any obligations under the Order.

If the results of such inspection cause the Purchaser to believe that the goods do not or will not conform to the Order or that the goods may not be delivered in accordance with the due date, the Purchaser may at its option:-

- a) Inform the Supplier in writing, following which the Supplier shall take the necessary action to ensure conformity, or
- b) Require and witness further inspection and testing, or
- c) Reject the goods.

Notwithstanding any such inspection or testing the Supplier shall remain completely responsible for the goods and any such inspection or testing shall not give cause to alleviate the Suppliers obligations under the Order.

2.6 DELIVERY

Any Goods and/or Services shall be supplied by the Supplier on or before the Due Date to the place or places specified in the Order or as subsequently specified in writing by the Purchaser. Delivery will not be made without the written permission of the Purchaser.

The goods shall be suitably packaged by the Supplier to ensure that the goods arrive at the destination without having suffered any deterioration or damage during the transportation. The Purchaser shall notify the Supplier within 10 days of any apparent damage or deterioration to Goods whilst in transit.

The Supplier shall enclose a Packing Note with the Goods and the Order number shall be endorsed on all packages.

If there are any specific instructions for removal of the packaging or transport aids these should be clearly identified by the Supplier in the Packing Note. The Purchaser cannot be held responsible for damages resulting to the Goods as a result of incorrect unpacking if specific unpacking instructions are not provided by the Supplier.

In cases where the Purchaser has agreed in writing to accept delivery by instalments, the Order shall constitute the complete set of instalments. Failure by the Supplier to deliver any one instalment shall entitle the Purchaser to treat the whole Order as repudiated.

2.7 PACKAGING

Supplier must provide Proof that the wooden packing for the goods has been treated according to ISPM 15 and that a special IPPC sign has been marked on the packages, or provide a certificate of non-wooden packing.

2.8 DEFAULT BY SUPPLIER

2.8.1 Without prejudice to the Purchasers other rights under the Order or otherwise and subject to condition 2.8.2 below, if:

- a) The Supplier breaches any of the warranties set out in clause 2.2, or
- b) The Supplier breaches any other provisions of the Order or the goods/services otherwise fail to comply with the provisions of the Order

The Purchaser will discuss with the Supplier ways to alleviate the non-compliance, but reserves the right to apply any one of the actions stated in clause 2.8.3 whether or not any part of the goods have been accepted.

2.8.2 Where condition 2.8.1 applies the actions stated in 2.8.3 will only be available to the Purchaser if the Purchaser has notified the Supplier of the failure of the goods/services to comply with the Order or breach of warranty prior to:-

- a) 12 months after the date of acceptance of the relevant goods or services, or
- b) 12 months after the date of acceptance of any repaired or replacement goods or services.

2.8.3 Where condition 2.8.1 applies the actions available to the Purchaser are:-

- a) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods or Services or to supply replacement Goods or substitute Services and carry out any other necessary work to ensure that the terms of the Order are fulfilled within a reasonable period of time agreed between the Purchaser and the supplier.
- b) to carry out or procure that some other person carries out at the Supplier's expense any work necessary to make the Goods and/or Services comply with the Order (including but not limited to freight, disassembly and re-assembly).
- c) to obtain substitute goods or purchase substitute services elsewhere and recover from the Supplier any expenditure reasonably incurred by the Purchaser in obtaining the goods or services in substitution from another supplier.
- d) to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that the Supplier shall immediately pay to the Purchaser a full refund for the Goods so returned.

2.9 Passing of Property

The property in the Goods and/or Services shall pass to the Purchaser on delivery or payment of the invoice; whichever is the earlier, in accordance with the Order.

2.10 Price and Payment

The Order Price for the Goods and/or Services shall be as set out in the Order. Invoices shall be submitted by the Supplier on or after the supply of the Goods and/or Services. Payments for the supply of goods/services may be made in instalments in accordance with a payment schedule where this has been agreed and specified in the Order. The payment schedule will relate to the work done, key Order dates achieved, acceptance tests undertaken and delivery of goods and documents. The invoice must include the relevant order number. Failure to comply with this requirement may delay payment. The Purchaser shall make payment no later than 45 days from the 1st day of the month following that in which the following documents are received:-

- (1) Confirmation of delivery in accordance with INCOTerms identified in the purchase order
- (2) Commercial invoice in 3 (three) copies, indicating Contract No., terms of shipment, country of origin and itemized price;
- (3) Master packing list and detailed packing list in 2 (two) copies;
- (4) Quality certificate issued by the manufacturers and signed by the Supplier's Representative in 2 (two) copies;
- (5) Detailed ex-works inspection record (including quality of materials, precision of processing and assembly and related inspection data) in 2 (two) copies;
- (6) Proof that the wooden packing for the goods has been treated according to ISPM 15 and that special IPPC sign has been marked on the packages, or certificate of non-wooden packing, in 1 (one) original and 2 (two) copies.

2.11 Rejection

By notice in writing to the Supplier the Purchaser may reject any or all of the Goods if:

- a) the Goods have been damaged in transit; or
- b) the Supplier has defaulted in accordance with Clause 2.8.

Where the goods have been rejected the Supplier shall collect the rejected Goods within one month from the date of notice. If the Supplier fails to collect the Goods, the Purchaser may dispose of them or return them at the Supplier's expense.

2.12 GUARANTEE

Unless otherwise stated on the Order, the Goods shall be guaranteed to the standard set out in Clause 2.1 for 12 months from the acceptance of the Goods, or 18 months from the delivery of the goods whichever shall be the earlier.

2.13 Liability for accidents and damage

The Supplier shall indemnify the Purchaser in respect of all damage or injury to any person including the Purchaser or to any property and against all actions, suits, claims demands, cost, charges and expenses arising in connection therewith caused by:

- a) The negligence of the Supplier, his subcontractors, employees or agents,
- b) Defective design (other than a design made, furnished or specified by the Purchaser and for which the Supplier has disclaimed responsibility in writing within a reasonable time before issue of the Order or any amendment thereto), defective material or defective workmanship.

The Supplier shall not be liable to the Purchaser for any loss of profits or of Orders except as expressly provided in the Order.

2.14 Cancellation

The Purchaser may cancel the Order in whole or in part by written notice, which shall be effective immediately:

when Goods conforming to the requirements of Clause 3 have not been delivered by the Due Date;

if the Supplier becomes bankrupt or insolvent or makes an arrangement of composition with its creditors or has a winding up petition made against it, or has a liquidator or receiver appointed or enters into liquidation (whether voluntary or compulsory) other than for the purpose of amalgamation or reconstruction.

The Supplier shall refund to the Purchaser any advance payment for Goods that are the subject of 2.11 above.

The Purchaser shall be entitled to recover from the Supplier any additional costs, which have been reasonably incurred by the Purchaser in obtaining the Goods and/or the Services not supplied by virtue of the cancellation.

If the Supplier defaults on the obligations specified in the Order the Purchaser may deduct such sums from any monies due to the Supplier from the Purchaser.

2.15 INTELLECTUAL PROPERTY

The Supplier warrants that all royalties and fees on patented articles, processes and registered designs have been paid and hereby indemnifies the Purchaser in respect of copyright, patent, registered design or other intellectual property rights.

2.16 CONFIDENTIALITY

The specifications, patterns, drawings, samples and information issued by the Purchaser in connection with the Order are confidential and their use must be confined to the Supplier, his subcontractors or employees solely for the execution of the Order.

2.17 ASSIGNING OR SUB CONTRACTING

The Supplier shall not assign or sub-contract any part of the Order unless written consent has been provided by the Purchaser.

2.18 LAW

English Law and the jurisdiction of the English Courts apply.

3. ADDITIONAL TERMS RELATED TO THE PROVISION OF SERVICES

3.1 COMMENCEMENT

The Supplier shall not assign or sub-contract any part of the Order unless written consent has been provided by the Purchaser.

3.2 DURATION

The Services supplied under the Order shall be provided by the Supplier to the Purchaser for the duration specified in the Order or Specification, or for as long as is necessary to complete the required scope of work. Where the duration exceeds the anticipated duration the Purchaser will not be liable for additional charges unless the reason for the extension to the duration is solely as a result of actions by the Purchaser and have been advised in writing by the Supplier to the Purchaser.

The Supplier shall not be entitled to claim any extra payment or an extension of time for completing the Services by reason of any delay or increased cost to him through any failure or inability on the part of the Supplier to obtain sufficient suitable labour at the times required to comply with the Order.

The Supplier shall not be entitled to claim any extra payment or an extension of time for completing the Services by reason of any delay or increased cost to him as a consequence of any failure or malfunction of equipment supplied by the Supplier. Any remedial work necessary to repair the equipment will be the sole responsibility of the Supplier and the Supplier shall not be entitled to claim any extra payment for undertaking such remedial work.

3.3 MODIFICATIONS

3.3.1 The Supplier may only modify the scope of the Services with the written consent of the Purchaser, having notified the Purchaser in writing in advance of such modifications and the reasons for the modifications. The Purchaser shall in its absolute discretion decide whether to accept any such modifications.

3.3.2 The Purchaser may at any time instruct the Supplier to modify the Services and the Supplier shall be obliged to carry out such modified services where reasonably practicable in accordance with these conditions.

Where the Supplier is of the opinion that the price payable under the Order must be changed as a consequence of any modification to the Services pursuant to paragraphs 3.3.1 or 3.3.2 above, the Supplier shall notify the Purchaser of the need for a price change within 7 days of becoming aware of the proposed modification and shall notify the Purchaser of the amount of the price change within a further 14 days, failing which an application at a later stage for approval of a price increase (if any) will not be accepted by the Purchaser.

The Supplier shall provide written justification for any price increase, which shall be calculated on the same basis as comparable Services under the Order or, if there are no such Services, on a fair and reasonable basis.

3.4 CO-OPERATION

The Supplier shall consult with other Contractors providing services within the vicinity of the area in which the work is being undertaken and shall ensure that the undertaking of the work does not hinder or impede the provision of other services by any such Contractors. In case of disputes in this respect between the Supplier and any other such Contractor, or if the Purchaser objects to an arrangement made between the Supplier and another such Contractor, the Purchaser's decision in this respect shall be conclusive and binding on the Supplier.

3.5 SUPPLIER AWARENESS

The Supplier shall be deemed to be fully aware and satisfied himself fully as to the nature and extent of the Services including (but not by way of limitation) the physical condition of the place where the Services will be undertaken so far as is practicable and the necessity for the Services meeting the performances and being suitable for purpose and therefore to have provided, unless expressly otherwise specified in the Order, for all reasonably foreseeable eventualities in the Order price.

3.6 SUPPLIER PERSONNEL

The Purchaser shall be entitled to request and be given suitable certificates of competence from the Supplier for any person employed or engaged in connection with the Services.

The Supplier shall indemnify the Purchaser against any costs, expenses, liabilities, damages and losses arising out of any claim, demand, action or proceeding made or brought by any of the individuals employed or engaged in the provision of the Services which arises or is alleged to arise out of any act of omission of the Supplier (or any of its agents or subcontractors). The Supplier shall further indemnify the Purchaser for any liability for income tax, national insurance contributions and/or social security charges or similar statutory payments (or penalties or interests thereon) which may be found due from the Purchaser in respect of any individuals employed or engaged in the provision of the Services.

3.7 SITE CONDITION AND EQUIPMENT

The Supplier shall, at his own expense, provide all the temporary services and the equipment and other materials, labour, haulage, power, tools, tackle and apparatus necessary for the proper execution of the Services.

The Supplier shall be permitted to use for the execution of the Services those supplies of electricity, water, gas and any other services as may be from time to time made available to the Supplier for that purpose on the premises where the Services are being undertaken. The Supplier shall at his own expense provide any apparatus (including pipes, cables etc) necessary for utilising these supplies and shall be responsible for any loss or damage to persons or property caused by his use of these supplies. The Purchaser shall not be liable for any supply failures.

The Supplier shall insure in the joint names of the Supplier and the Purchaser any equipment of the Supplier brought onto the premises where the services are to be undertaken at full replacement value against all loss or damage with insurers and on terms approved by the Purchaser and shall maintain that insurance in full force and effect throughout the term of the Order.