keltbray



Standard Terms and Conditions

KEL-PRC-GUI-007

GROUP

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Standard Terms and Conditions for the purchase of goods [and/or Services] (EXCLUDES Plant Hire)

1. Terms and Definitions

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

Term	Definition
Purchaser	means either Keltbray Group Limited or its subsidiaries (hereinafter "Keltbray")
Conditions of Purchase	the terms and conditions set out herein
Due date	the date stated in the Order for delivery of the Goods 'and/or Services
Goods	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	the Purchaser's purchase order document and, where used, Specification specifying the Goods and/or Services to be supplied.
Order Value	the price of the Goods, exclusive of a sum equal to the Value Added Tax chargeable on the value of the Goods, as stated in the Purchase Order Form, to which Value Added Tax may be chargeable at the appropriate rate
Services	any services or facilities or any part thereof described in the Order and provided to the Purchaser by the Supplier;
Specification	the Purchaser's specification document accompanying the Order detailing the Goods and/or the Services required.
Supplier	the person, firm or company to whom the Order is addressed and sent.

2. Application of these Conditions

2.1 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 or otherwise agreed by the Purchaser in writing which shall take precedence in the event of conflict with these Conditions of Purchase. If the Supplier supplies Goods or Services following receipt of these Conditions of Purchase it shall be deemed to be bound by these terms and conditions expressly to the exclusion of any other terms and conditions including but not limited to terms and conditions issued after these Conditions of Purchase and before the supply of the Goods and Services by the Supplier.

2.2 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.

2.3 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.

3. Documents

3.1 The Supplier shall enclose a delivery note with the Goods and the Order Number shall be endorsed on all packages. A Keltbray representative must sign the delivery note and each item on the delivery must be individually itemised on the delivery note. Failure to provide this may lead to payments being delayed.

3.2 Please ensure that any relevant Material Safety Data Sheet are forwarded to the relevant Site Manager either at the time of delivery or prior to any delivery by post, or, if previously agreed, by email.

3.3 All invoices, advice notes or any other documents relating to an Order must bear the Order Number and contract number.

4. Quality

4.1 The Goods shall be of sound materials and workmanship and conform as to quantity 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 previously received by Keltbray. If a standard of performance is specified,

the Goods must 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.

4.2 The Supplier shall ensure that the Goods:

4.2.1 Correspond with their description and any applicable Specification;

4.2.2 Be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser expressly or by implication, and in this respect the Purchaser relies on the Supplier's skill and judgement;

4.2.3 Where they are manufactured product, be free from defects in design, material and workmanship and remain so for 12 months after delivery;

4.2.4 Comply with all applicable statutory and regulatory requirements relating to the manufacture labelling, packaging storage, handling and delivery of the Goods;

4.2.5 In case the Goods have an expiry or use by date, such date will not be earlier than 12 months after the delivery.

4.3 The Goods and/or Services shall be provided with reasonable care and skill and in accordance with the performance standard, 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, 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.

4.4 The Supplier shall take all measures necessary to comply with the following requirements:

4.4.1 Health and Safety at Work etc. Act 1974 and any other Acts, orders, regulations and Codes of Practice relating to health and safety, which may apply to the Supplier in the performance of the Purchase Order.

4.4.2 Modern Slavery Act 2015 and any other Acts, orders, regulations and Codes of Practice relating to Modern Slavery.

4.5 The Goods shall be packed and marked in a proper manner and in accordance with any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net and gross weights; the name of the contents shall be clearly marked on each container; all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Purchaser against all claims, proceedings, actions, damages, costs, expenses and any other liability or loss incurred by the Purchaser as a result of any breach of this Condition.

4.6 All packaging materials shall be either non-returnable and may be destroyed by the Purchaser or returnable at the Supplier's expense. The Purchaser shall have no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser unless the Supplier shall notify the Purchaser of such non-arrival within 10 days of receiving notice from the Purchaser that the packages have been dispatched.

4.7 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisation, consents and permits that it needs to carry out its obligations under the Conditions of Purchase.

5. Inspections

5.1 The Purchase reserves the right at any reasonable time to inspect the Goods, whether complete or in manufacture, but such inspection shall not relieve the Supplier of any obligations under the Order. The Supplier shall grant the necessary reasonable access to the Purchase for such inspections.

6. Delivery

6.1 Any Goods and/or Services shall be supplied (at times during the Purchaser's normal business hours) 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.

6.2 Time shall be of the essence for delivery of the Goods and/or Services by the Supplier.

6.3 All delivery vehicles attending sites must have safety rails (edge protection) and comply with the reasonable instructions of Keltbray employees.

7. Passing of Property

7.1 The [property in the] Goods shall pass to the Purchaser on delivery, in accordance with the Order, without prejudice to any of the rights or remedies of the Purchaser pursuant to the Purchase Order.

8. Price and Payment

8.1 The Purchaser shall notify the Supplier within 10 days of any apparent damage to Goods once a visual inspection of the delivery is completed.

8.2 The Purchaser may at any time, without any of its other rights or remedies, set off any liability of the Supplier to the Purchaser against any liability of the Purchaser to the Supplier.

9. Rejection

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

9.1.1 The Goods have been damaged in transit or otherwise before the delivery; or

9.1.2 The Goods fail to comply with Clause 4, and the Supplier at their own expense shall collect the rejected Goods within one month from the date of notice.

9.1.3 If the Supplier fails to collect the Goods, the Purchaser may dispose of them or return them at the Supplier's expense.

9.1.4 If the Purchaser rejects any Goods, they are returnable at the Supplier's risk and expense.

10. Guarantee

10.1 Unless otherwise stated on this Order, the Goods shall be guaranteed to the standard set out in Clause 4 for 12 months from the delivery of the Goods. The Purchaser's rights and remedies under these Conditions of Purchase are in addition to its rights and remedies implied by statute and common law.

11. Liability for Accidents and Damage

11.1 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:

11.1.1 The negligence of the Supplier, subcontractors, employees or agents;

11.1.2 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.

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

12. Cancellation

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

12.1.1 When Goods conforming to the requirements of Clause 4 have not been delivered by the Due Date;

12.1.2 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.

12.2 The Supplier shall refund to the Purchaser any advance payment for Goods if subject to either of the points above 12.1.

12.3 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.

12.4 If the Supplier defaults on the obligations, the Purchaser may deduct such sums from any monies due to the Supplier from the Purchaser under the Order or otherwise.

13. Insurance

13.1 The Supplier shall maintain in force for a period of 6 years from delivery, with a reputable insurance company, Public and Product Liability insurance to cover the liabilities in the sum requested that may arise under or in connection with Conditions of Purchase. The Supplier shall, on the Purchaser's request produce both insurance certificates giving details of cover and confirmation that the current year's premium in respect of each insurance has been paid. Where advice or any form of design is undertaken in relation to the goods supplied, the Supplier shall take out and maintain Professional Indemnity insurance at a level requested for a period of 6 years.

14. Intellectual Property

14.1 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.

15. Confidentiality

15.1 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, subcontractors or employees solely for the execution of the Order.

16. Assigning or Sub-letting

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

17. Under Seal

17.1 This agreement shall be deemed to have been entered into as a deed under seal.

18. Governing Law and Jurisdictions

18.1 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and constructed in accordance with, English Law, and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.