

## COULSON BUILDING GROUP (The Purchaser)

### TERMS & CONDITIONS OF PURCHASE ORDER

This order is subject to the following terms and conditions which cancel and supersede any terms or provisions of the Supplier.

1. Materials shall mean any or all equipment goods articles or services the subject of the Order.
2. Materials to be supplied hereunder are subject to the approval of the Purchaser's materials staff and of the Employer's representative.
3. Should any materials supplied hereunder fail in any way to comply with the specification then no payment will be made for said materials and the supplier will be held responsible for any costs arising from such a failure.
4. This Order does not commit the Purchaser to eventual delivery of all the materials stated, nor may the rates concerned be increased due to fluctuations in the quantities required.
5. The quantities of materials and their rate of supply must at all times correspond with the delivery instructions received from the Purchaser's staff, and the Supplier will be held liable for the cost of any delays which may result from the late arrival of his vehicles on Site.
6. The Supplier is to comply with the Health & Safety at Work Act 1974, the Construction (Design and Management) Regulations 2015 and the Consumer Protection Act 1987 and all orders and regulations made under these Acts in relation to the design manufacture and supply of any materials supplied against this Order.

In accordance with this legislation, we must be advised of any actual or potential hazard arising from the use of materials purchased from you.

We therefore require that any such materials must be prominently marked as such and when delivered to site or collected by our Hauliers must be accompanied by full instructions for the safe use, storage and transport thereof.

7. Materials to be supplied are ordered carriage paid to any point specified by the Purchaser unless otherwise stated on this Order.
8. The Purchaser or his representative shall have the right of access at all reasonable times to the premises of the Supplier or its Subcontractors and Suppliers for the purpose of inspecting or testing the materials comprised in this Order during or after manufacture and may reject or require the making good at the Supplier's expense of anything that does not conform with this Order. Inspection by the Purchaser or his representative shall not relieve the Supplier of any liability in respect of any defect.
9. In addition to any statutory Common Law warranty or condition expressed inferred or implied in favour of the Purchaser or his customer the Supplier undertakes that the materials to be supplied hereunder and the workmanship and processes used in the execution of this Order shall be of a standard that fully accords with the best and most approved practice in the industry. The Supplier shall indemnify the Purchaser and his customer against all actions, costs claims or damage in respect of personal injury or death of any damage to property real or personal resulting from the materials supplied hereunder not being in accordance with the express or implied conditions referred to herein save insofar as the same is attributable solely to the negligence of the Purchaser.
10. The property in the materials supplied hereunder shall pass to the Purchaser on delivery at the Purchaser's works or such other place as may be specified for delivery in this Order or as may be subsequently confirmed or varied in writing by the Purchaser to the supplier. Until so delivered the materials shall remain at the risk of the Supplier. Signatures for the receipt of the materials will not relieve the Supplier of any liability in respect of any defects therein.
11. The Purchaser reserves the right to deduct from any monies due to the Supplier the amount of any bona-fide contra accounts which the Purchaser may have against the Supplier.
12. Where price variations are applicable they are to be notified in writing by the supplier quoting Purchase Order Number and Job Number and shall allow a minimum of 7 days' notice prior to the date from which it is proposed such variation shall be affected.
13. Prices are exclusive of VAT unless otherwise stated on this Order.
14. The Supplier is to acknowledge in writing the receipt of this Order.
15. In the event of conflict between these conditions and those set out on the face of the Order, those on the face shall prevail.
16. The Supplier will comply with the Contractor's statement of Non Collusion.