



## CJM Construction (SW) Ltd - Terms & Conditions

These words and phrases in these conditions shall have the meaning given below:

- “**the conditions**” shall mean the conditions set out herein
- “**the contractor**” shall mean **CJM Construction (SW) Ltd**
- “**the order**” shall mean the document issued by the contractor to the supplier stating the materials to be provided and the price at which they are to be purchased from the supplier.
- “**the supplier**” shall mean the organisation, individual, company, firm or agent to whom the order is addressed.
- “**the site**” shall mean the location where the materials are to be delivered as stated in the order.
- “**the materials**” shall mean materials or goods

This order is placed subject to these conditions:

1. **Suppliers terms and conditions** Any terms and conditions in this supplier’s quotation or put forward by the supplier after, shall not form part of this contract, unless accepted in writing by the contractor.
2. **Amendment and Cancellation to Order** The contractor may amend or cancel this order at any time with no liability to the supplier.
3. **Quality of Goods** The goods or materials shall be supplied in accordance with the description herein. Where such goods or materials are required for inclusion in Works for which this Company is the Contractor, they shall be to the satisfaction of the Architect, Engineer or Superintending officer named in the main Contract. If the said description is incomplete or insufficient such goods or materials shall comply with the British Standard Specification relating thereto. Any materials supplied by the supplier outside of these stated criteria will be rejected by the contractor and the supplier will be liable for any loss incurred as a direct or indirect result of any replacement.
4. **Deleterious Materials** The Supplier shall ensure that no substances or materials, included within the order are known at the time of specification, delivery or use, to be deleterious to health and/or safety or the durability of buildings and structures and/or finishes and/or plant and machinery or in any part thereof in the particular circumstances in which they are used or any other substances not conforming to current codes and standards of building practice prevailing in the United Kingdom at the time of construction or contrary to the requirements or advice of any of the designers of the Development. The liability of the Supplier under this clause shall not be released, diminished or in any other way affected by any independent enquiry into any relevant matter which may be made or carried out by or for the contractor in whatever capacity.
5. **Information to be provided by supplier** Before delivery, the supplier shall provide all certification/documentation as may be reasonably necessary to demonstrate that its material(s) and/or plant to be delivered, complies with the contract specification and applicable statute at the time/place of delivery, including BREEAM, Energy and Sustainability and the like. The supplier shall provide to this Company’s Safety Officer prior to supply full information regarding any substances to be supplied, which are subject to Control of Substances Hazardous to Health Regulations in force.
6. **Patents** The supplier warrants that the sale to and use by this Company of the goods or materials shall not infringe any British or foreign patents and indemnifies this Company against any loss, expense, action, costs, claim or demand made by a third party and arising out of the purchase and/or use by this Company.
7. **Delivery, Off Loading and Attendance on Site** The supplier will ensure that all drivers and personnel are provided with the appropriate personal protection equipment and clothing. Delivery shall be of the whole or such part of the goods or materials, and at such time or times, as shall be directed by this Company. All drivers and personnel of the supplier shall report to the designated site office and seek permission to enter site and if requested will provide any necessary identification prior to any permission of entry being given and will take direction from the contractor on the destinations of offloading materials. Unless prior written agreement is accepted by the contractor, it will be the responsibility of the supplier to unload the materials in a responsible manner and under all statutory health and safety criteria. Any employee or sub-contractor employed by the supplier to deliver and off-load materials and/or is to attend the site for any other reason in the execution of this order, will comply with all health and safety and other applicable procedures and policies of the contractor and shall comply with the instructions of the contractor without abrogating the suppliers’ own

responsibility for any health and safety requirements. Any delivery vehicle with offloading facilities or any other machinery used by the supplier in the course off- loading or moving materials from the delivery vehicle to the designated off- loading area will be the responsibility of the supplier. The supplier will ensure that all such off-loading equipment and machinery is tested and maintained under any statutory requirements and if requested produce to the contractor any certification of compliance. For all goods to be paid for by weight, authenticated weight tickets must accompany delivery notes, the cost of obtaining which must be borne by the supplier. The contractor accepts no responsibility or liability of any unauthorised personnel of the supplier entering site or entering areas designated as out of bounds or potentially hazardous to health. The supplier shall be liable for any loss or damage to the materials or any other damage to other property that occurs during the delivery, off-loading and removal of materials. Delivery must be proved by the supplier obtaining the signature of an authorised representative of this Company to a detailed delivery ticket, for every delivery whether made during normal working hours or not. Such signature will not constitute acceptance by the contractor of the conformity with the contract either in quality or quantity of the materials delivered.

- 8. Health & Safety** The supplier shall provide when necessary and or / if requested to the contractor a health and safety policy, relevant risk assessments, method statements and safety certification in relation to his operations to the supply and delivery of the materials.
- 9. Time for Delivery of the Essence** The delivery and or delivery programme of the materials stated within this contract is of the essence. Notwithstanding the contractors right to cancel or amend any stated delivery date or time within the order with no liability for any additional payment to the supplier.
- 10. Force Majeure** The contractor shall not be held responsible for any extension of the terms or its obligations to accept delivery due to any events which could not be reasonably foreseen, or which is beyond the control of either party, such as but not limited to acts of god, war, fire.
- 11. Supply more than Quantities Stated** No materials supplied over the quantities specified in the order will be accepted. Whether the contractor has notified the supplier or not, the contractor shall not be liable to pay for any excess materials and the property and risk of damage of any excess materials will remain the responsibility of the supplier. The supplier shall at its own cost collect and remove such excess material within which is deemed a reasonable time. If such excess materials are not collected within which is deemed a reasonable time the contractor retains the right to remove or dispose of such excess materials with no obligation or liability to the supplier.
- 12. Quality Inspection** The contractor under the quality and management procedures it operates shall with due notification visit the premises of the supplier to carry out or supervise any quality test or checks. The supplier shall co-operate with the contractor in either the conducting of any quality test or checks and / or providing any documentation or certification that the contractor requires.
- 13. Title** Subject to clause 11, title of ownership of the materials and goods supplied shall pass to the contractor upon delivery.
- 14. Insurance** The supplier shall have and maintain all insurances including but not exclusively employers, public and product liability for a period sufficient to cover the suppliers' liabilities and regarding the supplier's liability for any materials held by the supplier prior to delivery to the contractor and or any damage caused delivering and off- loading either to the materials and or damage on the site. The contractor may request documentary evidence of any such insurance.
- 15. Payment** This will only be made to the supplier upon the production of an invoice to the contractor at the office address stated within the order. All invoices must quote the contract number and the order number on the order and the contractor must have received signed documentary evidence of delivery as specified in clause 7. If the supplier fails to provide such details the invoice is invalid and will not be paid until then a valid invoice is provided. Payment will be made against all valid invoices 30 days' post invoice approval date (invoices are approved each Wednesday). A statement of account must be rendered monthly.
- 16. Hire of Plant** Any plant hired will be under the terms. It will be the responsibility of the hire supplier to ensure that all plant is supplied to regulatory health and safety standards and that all necessary safety equipment is supplied as mandatory.
- 17. Damage or loss of Plant on Hire** If any plant is damaged or lost by the contractor, the contractor will be liable for any replacement on a like-for-like basis and will be free to deduct for general wear and tear and age of the damaged or lost plant.
- 18. Termination for Breach** Any breach on the supplier's part of any express or implied terms or conditions herein contained either on delivery of the whole or part or otherwise (and whether or not the goods or materials or any part thereof shall have been accepted by this Company or the title passed to this Company) shall entitle this Company, in its discretion, and without prejudice to any other of its rights or remedies, to treat the contract as having been repudiated or to treat such breach as a breach of warranty causing a claim for damages.

- 19. Supplier bankruptcy, insolvency or the like** If the supplier commits an act of bankruptcy or enters into liquidation or has a provisional liquidator or a receiver appointed or enters any arrangement or composition with his creditors, then this Company may determine this contract thereafter and shall be liable to pay for only such goods and materials as have been by that date properly delivered and may deduct from any moneys so payable any loss or expense because of such determination.
- 20. Set-Off** The contractor retains the right to set off all or any loss and expense incurred due to the failure of the supplier to perform against the terms.
- 21. Sub-Letting** No part of this order will be sublet by the supplier to any other party without the express written agreement of the contractor.
- 22. Waiver** No waiver by this Company of any breach of these conditions shall be effective or binding on this Company unless expressed in writing: and any waiver so expressed shall not limit or affect this Company's rights with respect to any other or future breach.
- 23. Severance** If any term or provision of these Terms and Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions shall continue in full force and effect as if these Terms and Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.
- 24. Jurisdiction** These Terms and Conditions shall be governed by and construed under the law of England and the parties submit to the exclusive jurisdiction of the English courts.