

## Conditions of order

### 1. DEFINITIONS. The following words have the following meanings:-

- (a) "the Conditions" means the conditions here set out and which are incorporated in the Purchase Order;
- (b) "the Company" means Roof Ltd.
- (c) "the Supplier" means the person, firm or Company which by the contract sells or agrees to sell the Product;
- (d) "the Contract" means the agreement made between the Company and the Supplier for the supply and purchase of the items specified on the face hereof in accordance with the terms of the Purchase Order and the conditions hereof;
- (e) "the Company's Purchase Order" and "the Purchase Order", means the particulars on the face hereof;
- (f) "the Product (s)", means the goods specified in the Purchase Order.

### 2. FORMATION OF CONTRACT

- (a) These Conditions, together with the Company's Purchase Order and the acceptance will constitute the only terms of the Contract and no other writings or dealings or representations shall form part of or be read into these conditions. No variation of this Contract or any of the terms or conditions thereof shall be valid unless evidenced in writing signed by a duly authorised Officer of the Company.
- (b) In the case of any conflict between the Conditions and any conditions printed on Advice Notes, Invoices or other documents issued by the Supplier then the Conditions shall prevail unless otherwise agreed in writing, and then only to the extent so agreed.
- (c) Notwithstanding any provision herein contained having contrary effect the execution of the Purchase Order or any part thereof shall at the option of the Company be deemed to be an acceptance of and willingness to comply with the Conditions.

3. THE PRICE shall be that stated in the Purchase Order and shall not be amended except in accordance with the stipulations specified therein. All prices include for carriage or haulage unless otherwise stated. Where the Purchase Order makes provision for variation of the price, it will not be effective (i) unless the Supplier gives notice to the company of any grounds which will result in an increase forthwith on the same being known and (ii) until the receipt of notice by the Company with full particulars in writing. The Company (unless the Purchase Order provides to the contrary) may terminate this Contract by written notice sent to the supplier within twenty-eight days after receipt of the notice of increase and the Contract shall thereupon be terminated without further liability on either party but without prejudice to any antecedent breach of contract. Any such notice by the Supplier shall be a separate notice (not by way of invoice) and be sent to the Head Office and to the Site Office at the place for delivery.

### 4. PAYMENT

- (a) The time of payment shall be as stated in the Purchase Order and shall be subject to the discount from the invoice price as stated therein.
- (b) Inattention to the following details will result in delay in payment but no prompt payment discount shall be lost by the Company by reason of the Suppliers failure. These details are:-
  - (i) to send to the place of delivery and so as to be received before delivery, for each consignment, such advices of despatch as shall be specified in the Purchase Order, and
  - (ii) to send invoices and a monthly statement of account to the address requested within a reasonable time quoting invoice numbers applicable to each item thereon, and
  - (iii) to mark clearly the Company Order Number on the consignment package, packing note, advice note, invoices, monthly statement and all correspondence.

### 5. DELIVERY

- (a) Delivery shall be made as required and in the manner specified by the Purchase Order and shall be accompanied by delivery note. In respect of goods consigned by rail an advice note shall be sent to the Site Office at the place for delivery so as to be received before delivery.
- (b) The Company shall provide between the metal highway and the point at which unloading is to be made a reasonably safe and proper access.
- (c) The Company requires as a condition of this contract that a Suppliers Delivery Note be clearly signed by a duly authorised site representative of the Company and the supplier shall be responsible for obtaining such a signature and of depositing a copy of such signed note with him. In the event of there being any dispute concerning delivery the failure by the supplier to produce such a signed note shall then be conclusive evidence that the products have not been delivered. The signing of a delivery note is proof of delivery only.
- (d) Any risk of future loss or damage to the Products unless due in whole or in part to the act neglect or error of the Supplier (when the risk shall not so pass) and the property in the Products shall pass to the Company upon completion of unloading in accordance with the requirements (if any) of the Purchase Order and the due signing of a delivery note but:-
  - (i) Products delivered in a damaged condition shall be replaced immediately with Products complying with the Purchase Order without extra charge.
  - (ii) Products which are not, in the reasonable opinion of the Company, in accordance with the Purchase Order or are damaged shall not pass as to any risk of loss or damage or as to any property but the Company shall give notice within a reasonable time of any discrepancy or damage (but as to which no duty of inspection shall be owed) and the property and risk therein shall then remain with the Supplier.
  - (iii) where the Products are packaged or wrapped then the acceptance of the Products will not be made until the Company has actually inspected and accepted the goods.
  - (iv) deterioration in the Products incident to the course of transit shall be the responsibility of the Supplier.
- (e) The Supplier shall provide proper off loading instructions and the Company will at its discretion provide responsible assistance in the unloading of Products.
- (f) Once the property in the Products passes to the Company then the Supplier shall have no title or interest therein at law or in equity.

6. PROGRAMME. The time requirements for delivery specified in the Purchase Order shall be strictly complied with. If no programme or times for delivery shall be specified in the Purchase Order then the programme or times for delivery shall be such as shall be reasonably agreed between the Company and the Supplier and if such agreement cannot be reached within fourteen days (or such longer time as the Company may agree) of the

Company's requirements being notified to the Supplier then this Contract may thereafter be terminated by the Company without any claim by one party against the other and insofar as the Contract shall have been commenced to be performed shall forthwith be deemed to be discharged the Company paying to the Supplier a fair price for the Products delivered and utilised by the Company.

### 7. LIEN AND SET OFF

- (a) The Supplier shall not have any lien or any right to retain any Products for any sums due by the Company to the Supplier under any other contract.
- (b) The Company reserves the right to deduct from any monies due or becoming due on any account the amount of any bona fide contra accounts or claims against the Supplier notwithstanding any amount claimed is unliquidated.

### 8. LIABILITY FOR DEFECTS

- (a) The supplier warrants:-
  - (i) that the Products are of sound materials and workmanship and free from defects patent or latent and correspond in all respects with the description and the drawings (if any) in the Purchase Order, and
  - (ii) that the Products comply in all respects with the specification attached hereto and if none then the British Standard Specification relating thereto and in any event also with any relevant Code of Practice and that any test requirements (including any such requirement specifically imposed by the Company) has been satisfied in every respect.
- (b) Any condition of the Contract shall be null and void insofar as it purports to exclude or limit the liability of the Supplier under the Sale of Goods Act 1979, the Unfair Contract Terms Act 1977 and any statutory modification or re-enactment thereof.

9. TERMINATION AND REPLACEMENT. The Company shall be entitled by written notice given to the Supplier to require the suspension of deliveries or to cancel the Contract without prejudice to any other rights it may have against the Supplier:-

- (a) For any breach of or departure from these Conditions including failure to comply strictly with a delivery programme but not a minor breach or departure and in such last case if the breach or departure has not been made good in all respects after fourteen days notice in writing to do so has been sent to the Supplier.
- (b) If the Supplier becomes bankrupt or goes into liquidation (otherwise than for the purpose of reconstruction or amalgamation) or makes any arrangement or composition with his creditors or has a Receiver appointed of any part of its assets or undertaking.
- (c) The Company may notwithstanding acceptance require (at its sole discretion) the Supplier to make good by replacement or otherwise any defects in the Products provided that when the Products have been used or fixed such defects are not such that reasonable examination by physical inspection only ought to have revealed them before using or fixing and the Supplier shall indemnify the Company from and against all loss claims demands and liabilities resulting from such defects.

### 10. HEALTH & SAFETY & HAZARDOUS SUBSTANCES

- (a) The Contract is conditioned on the Supplier complying with the duties imposed on it by the Health and Safety at Work etc. Act 1974 and in particular reference to section 6 and any amendment thereto as it may apply to goods. Also relevant ECC Directives need to be complied with.
- (b) Where the substance being supplied under the Contract is hazardous to health as defined in the Health and Safety Regulations No. 1657 dated 1988, Regulations 2(a) to (e) (inclusive), the Supplier shall separately identify any such substance upon delivery to the Company. The Supplier shall also provide guidance notes on the safe handling and usage of all such substances supplied under the Contract at the time of each delivery to the Company.

11. FORCE MAJEURE. In the event of the Supplier being unable to obtain delivery of raw materials from any available source or in case the Supplier is unable to make delivery or the Company is unable to accept delivery under the Contract owing to strike, lock-out, fire, storm, tempest, flood, action of the Queen's enemies, riot, civil commotion, breakdown or any stoppage of materials over which the Supplier has no control the Company may suspend the Contract by giving notice in writing to the Supplier to that effect. The Supplier as a condition of this Contract shall within fourteen days of such happening first occurring give notice in writing to the Company with full particulars. If the circumstances leading to suspension of the Contract shall continue for not less than one month from the date of suspension the Company may by written notice sent to the Supplier cancel the Contract without penalty and without prejudice to any right of the Company subsisting at the date of cancellation.

12. WARRANTY. The Supplier warrants that the Products do not infringe any letters patent or registered designs and will indemnify the Company against any such infringement or alleged infringement arising out of the performance of the Contract.

13. Goods which do not comply with the description and specification in the Purchase Order, will not be accepted by the Company, and the property in such goods shall not pass to the Company, notwithstanding delivery.

14. The Supplier or Manufacturer shall not sublet the Purchase Order or any portion thereof without the prior written consent of a duly authorised Officer of the Company.

### 15. PLANT HIRE (when used as a Plant Hire Order)

- (a) The appliance is accepted on hire subject to it complying in all respects with the current relevant statutory regulations. Owner to provide fully competent operator with operated plant, when requested.
- (b) Vehicles to be used on the public highway must be comprehensively insured, licenced and taxed to comply with relevant current statutory regulations. The owner to indemnify the Company against any claim whatsoever, arising from a breach thereof.
- (c) When no hire agreement is received at this office, the above plant is accepted on hire under C.P.A. conditions only.
- (d) As all excavators may be required to be used as occasional cranes, a copy of the Exemption Certificate, HSE Form no. 2513, must be supplied with each machine.

16. HEADINGS are for guidance only and do not form part of these conditions.

17. The contract is made under and shall be construed in accordance with English Law and the Supplier and the Company hereby agree to submit themselves to the jurisdiction of the Courts of England.