

ROTHWELL PLUMBING SERVICES GROUP LTD GENERAL TERMS & CONDITIONS OF ORDER

1. Definitions:

Conditions- The standard terms and conditions of purchase set out in this Order and (unless the contract otherwise requires) includes any special terms and Conditions agreed in Writing between the Supplier and the Contractor.

Contract- The contract for the sale and purchase of the Goods of which the Order is a part.

Contractor- Rothwell Plumbing Services Group Ltd and associated companies.

Employer- If applicable the party for whom the Contractor has agreed to carry out works in connection with the Goods.

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Goods- The goods and/or materials (including any instalment of the goods or materials or any part of them) described in this Order. Order. This purchase order of which the Conditions are part.

Principal Contract- The contract between the Contractor and the Employer under which the Contractor has agreed to carry out works in connection with which the Goods are required.

Specification- Includes any plans, drawings, data or other information relating to the Goods.

Supplier- The party to whom the Order is addressed.

Writing- includes cable, facsimile transmission, email and comparable means of communication.

2. Basis of Purchase:

2.1 The Order constitutes an offer by the Contractor to purchase the Goods subject to these Conditions.

2.2 The Conditions shall apply to the Contract to the exclusion of all other conditions, whatsoever including any conditions in quotations from the Supplier, which shall be expressly excluded, except those express warranties or guarantees on the part of the Supplier additional to those set out in these Conditions. No amendments to this Order or the Conditions, shall unless specifically agreed in Writing by the Contractor, be deemed to form part of the Contract.

3. Specifications and Safety:

3.1 The quantity and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the Contractor to the Supplier or agreed In Writing by the Contractor.

3.2 The supplier will comply with all applicable regulations or other legal requirements concerning the production, manufacturing, parking and delivery of the Goods and all current requirements of the Health & Safety at Work Act 1974 as amended from time to time, along with other Acts of Parliament, notes, orders or regulations of any competent authority dealing with matters of safety, health and welfare. It is the responsibility of the Supplier to comply with the Contractors Safety Policy, a copy of which is available at Rothwell Plumbing Services Group Ltd.

3.3 Where the Supplier is required to carry out design work or prepare additional specifications or working drawings, the Supplier shall submit such documentation to the Purchaser in paper and/or electronic format by the date or dates required. The Supplier shall not commence with manufacture and/or supply of such Goods until Purchaser's permission has been received. Notwithstanding such submission and permission, the Supplier shall retain full responsibility to provide Goods in accordance with the provisions of the Contract and the Purchaser will in no way be deemed to have assumed responsibility for accuracy of the documentation.

3.4 The Supplier shall not unreasonably refuse any request by the Contractor to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch, and the Supplier shall provide the Contractor with all reasonable facilities required for inspection and testing.

3.5 If as result of inspecting or testing the Contractor is not satisfied that the Goods will comply in all respects with the Contract, and the Contractor so informs the Supplier within 7 days of inspection or testing, the Supplier shall then take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Contractor's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. Price:

4.1 The Supplier shall supply the Goods to the Contractor to the reasonable satisfaction of the Employer and the Contractor in consideration of which the Contractor shall pay the Supplier in full the price stated in the Order (including any adjustments in accordance with Conditions 4.2 and 4.4). The price stated shall (unless otherwise expressly stated) be inclusive of all taxes, levies, duties, carriage, packing charges, insurance imposts and the like.

4.2 The Order shall be subject to adjustments only in respect of any variance covered by an amending Order in Writing from the Contractor in which case the Supplier shall within 21 days submit any adjustments in the order price in Writing to the Contractor for approval; and in accordance with any express provisions agreed in Writing by the Supplier and Contractor for price fluctuations, and the Supplier shall give not less than 14 days notice in Writing to the Contractor of the operation of any such price fluctuation for the approval of the Contractor.

4.3 The Contractor reserves the right to cancel this Order in whole or in part if there is any variation in the price to be paid from that stated herein which the Contractor and the Supplier are unable to agree. Any such variations in price shall not be payable until such agreement is reached and shall not exceed the net market price current at the time of agreement.

4.4 The Contractor shall be entitled to any discount for prompt payment, bulk purchase or volume or purchase customarily granted by the Supplier, whether or not shown on its own terms and conditions of sale.

4.5 The Contractor shall be entitled to set off against the price stated in this Order any sums owed to the Contractor by the Supplier under this or any other agreement between the Contractor and the Supplier.

4.6 Should the Contractor not pay the full the price stated in the Order by the due date, the Contractor will pay simple interest thereon at a rate of 2% above the base rate for the time being of the Bank of England until such sum is paid (which for the avoidance of doubt the parties hereby agree will constitute a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998).

4.7 Payment of approved accounts shall be made 60 days, end of month following the invoice date.

5. Delivery:

The Goods shall be delivered to the Delivery Address and the Supplier shall affect delivery of the Goods in accordance with the Contractors delivery programme. Should the progress of the Principal Contract necessitate amendments to the delivery programme, then the Contractor may substitute alternative delivery instructions other than those previously agreed between the Supplier and the Contractor without further cost to the Contractor.

5.1 The time of the delivery of the Goods is of the essence of the Contract and should the Supplier fail to comply with any delivery date or dates established in accordance with Condition 5 above, he shall pay any costs incurred arising from such failure.

5.2 If the Goods are to be delivered by instalments, the Contract will be treated as a single Contract and not severable.

5.3 The Contractor shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Contractor has had a reasonable time to inspect them following delivery or, if later within a reasonable time after any latent defect in the Goods has become apparent.

5.4 The Supplier shall supply the Contractor in good time with any instructions or other information required to enable the Contractor to accept delivery of the Goods.

5.5 The Contractor shall not be obliged to return to the Supplier any packaging or packing material for the Goods, whether or not any Goods are accepted by the Contractor.

6. Property:

The ownership of Goods shall pass to the Contractor upon delivery by the Supplier to the Contractor unless payment for the Goods made prior to delivery, when it shall pass to the Contractor once payment has been made. The property and risk in Goods not supplied in accordance with the Contract should revert to the Supplier on notification in writing by the Contractor.

7. Warranties and Liability:

7.1 The Supplier warrants to the Contractor that the Goods will be of merchantable quality and fit for any purpose held out by the Supplier or made known to the Supplier in Writing at the time the Order is placed; and will be free from defects in design, material and workmanship; and will correspond with relevant Specifications or sample; and will comply with all statutory requirements and regulations relating to the sale of the Goods.

7.2 Without prejudice to any other remedy, if any Goods are not supplied in accordance with the Contract, then the Contractor shall be entitled to require the Supplier to repair the Goods or to supply replacement Goods in accordance with the Contract within 7 days; or at the Contractor's sole option, and whether or not the Contractor has previously required the Supplier to repair the Goods or to supply any replacement Goods, the Contractor will also be entitled to treat the Contract as determined by the Supplier's breach and require the repayment of any part of the price stated in the Order, which has been paid in respect of Goods not supplied in accordance with the Contract.

7.3 The Supplier shall indemnify the Contractor in full against all liability, loss, damage, costs and expenses (including legal expenses) awarded against or incurred or paid by the Contractor as a result of or in connection with a breach of any warranty given by the Supplier in relation to the Goods; negligence or any claim that the Goods infringe, or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Contractor; or any liability under the Consumer Protection Act 1987 in respect of the Goods, or any act or omission of the Supplier or its employees, agents or subcontractors in supplying, delivering and installing the Goods.

8. Termination:

The Contractor shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if the Supplier makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Supplier; or the Supplier ceases, to carry on business; or the Contractor reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.

9. General:

9.1 The Order is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under the Contract.

9.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

9.3 No waiver by the Contractor of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

9.4 The Contract shall be governed by the laws of England. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

9.5 The Contractor will not peruse and is not responsible for checking acknowledgements or advise notes in respect of this Order.