

Bridges Electrical Engineers Limited - Terms and Conditions (Purchase) 2017

1. DEFINITIONS

- 1.1 'BEE' means Bridges Electrical Engineers Ltd.
- 1.2 'Contract' means any contract for the purchase of Goods and Services from the supplier set out in the Order.
- 1.3 'Goods' means the goods/materials/services or the like to be supplied and all parts or components thereof as specified or reasonably implied thereto within the Order.
- 1.4 'Order' means BEE's Printed Order together with these Terms and Conditions available to the Supplier in respect of the required Goods.
- 1.5 'Supplier' means the Persons/Company/Individual or the like to whom the Order is issued in respect of the Goods.
- 1.6 'Price' means the Price or Prices for the Goods as set out in the Contract.
- 1.7 'Time' means those dates, days, hours and minutes as set out in the Contract for the delivery of the Goods.
- 1.8 'Legal Obligation' means any present or future statute, statutory instrument, by-law, present or future regulation/order/direction/code of practice or requirement of any statutory, public, local or other competent authority or court of competent jurisdiction in so far it relates to the goods or to its use irrespective of the person on whom the obligation(s) is(are) imposed.
- 1.9 'Limitation Period' means the period of time within which a party to the contract must bring a claim.

2. EXISTENCE OF CONTRACT

- 2.1 The Order is liable to cancellation unless accepted by the supplier in 7 working days of the date of the Order. Acceptance shall be by means of any written acknowledgement whether or not it seeks to impose new conditions (unless clearly stated on its face to be a counter-offer) or delivery of the Goods.
- 2.2 The Contract shall incorporate the Order and any and all specifications, drawings, or conditions referred to in it, or reasonably implied from it, the conditions set out below and all terms and conditions implied by law.
- 2.3 The terms of the Order are to govern this and any other Contract between BEE and the Supplier and prevail over any terms and conditions put forward by the supplier, unless BEE expressly agrees to them in writing. No Conduct by BEE shall be deemed to constitute acceptance of any terms and conditions put forward by the Supplier.
- 2.4 No employee or agent of BEE has the authority to vary these terms and conditions orally. No addition, substitution, omission, alteration or any variation of any kind whatsoever is binding on BEE unless agreed to in writing by two Directors or a person nominated by the Managing Director and notified to the supplier in writing.

3. TIME AND DELAYS

- 3.1 For the avoidance of doubt, time is the essence of the contract.
- 3.2 Specified delivery Times are sacrosanct and shall not be varied without the express permission of BEE, confirmed in writing. BEE reserve the right, without cost penalty, to advance any delivery Times of all or part of the Goods to be supplied, to suit revised Timescales, by written notification, at least 14 days before the event.
- 3.3 Failure of the Supplier to deliver the Goods in the Timescales set out in the Order shall render the Supplier liable to all costs, direct, indirect or consequential, incurred or deemed to be incurred by BEE as a result of said failure by the Supplier.
- 3.4 Any such costs shall be deducted by way of set-off from this or any other Contract between BEE and the Supplier.

4. SUPPLY OF DOCUMENTS

- 4.1 Upon despatch of Goods or upon completion of work, the supplier shall send detailed advice notes (which shall accompany the Goods) and invoices in which VAT will be shown as a strictly net term.
- 4.2 On the 10th day of each month the supplier shall send a statement of all invoices rendered during the previous month.
- 4.3 The supplier shall mark BEE's order number on all invoices, advice notes, statements, correspondence, packages and packing.
5. PAYMENT TERMS
- 5.1 Unless otherwise specifically agreed in writing, payment or part payment of the Price will be on 60 day terms.
- 5.2 BEE reserves the right to set-off against any and all payments due to the supplier under this or any other contract between BEE and the supplier, any and all costs and charges incurred or reasonably demonstrated as being incurred or to be incurred, by BEE, as a consequence, whether direct or indirect, of action by the supplier and/or his agents.
- 5.3 Notification, in accordance with clause 18.1 hereof, will be given to the supplier, not less than 1 week prior to any payment to the supplier becoming due, that BEE will be making a deduction, by way of set-off, from said payment(s). This notice will contain details of the costs and charges to be set-off together with the reasons as to the supplier's liability for same.
- 5.4 Nothing contained within these terms and conditions will be construed as limiting the level of the supplier's liability.

6. DELIVERY

- 6.1 The supplier shall adequately pack and protect the Goods against damage and deterioration and deliver them in the Times specified and in the place(s) designated in the order, or as otherwise set out in clause 3 hereof.
- 6.2 BEE shall have no responsibility whatsoever for packing materials, cases, damage or the like.
- 6.3 The supplier shall be responsible for any expenses incurred for any incorrectly delivered Goods to the correct delivery point or the return of any Goods in excess of the quality specified in the Order.
- 6.4 Unless specifically agreed otherwise in writing, by BEE, the supplier shall be responsible for the provision of all and any labour, plant and equipment necessary for the satisfactory unloading of the delivered Goods.

7. INSPECTION AND TESTING

- 7.1 BEE's representative and any representative of BEE's purchaser or sub-purchaser and any government department, shall be entitled on BEE's authority to inspect or test the Goods at any reasonable time at the premises of the Supplier.
- 7.2 The supplier shall give adequate notice to BEE of all tests and shall furnish all such test results and/or certificates as BEE require. No inspection or test or failure to inspect or test shall constitute acceptance of the Goods or affect any liability of the Supplier under the Contract.

8. TITLE AND RISK

- 8.1 Property/Title/Lien in the Goods shall pass to BEE upon delivery without prejudice to any right of rejection which may accrue to BEE under these conditions.
- 8.2 Risk in the Goods shall rest with the supplier, until the payment in full for said Goods, and the Supplier shall take out and maintain all necessary insurances to fulfil the required criteria.
- 8.3 The supplier shall provide on demand, by BEE, adequate documentation, to demonstrate the existence of suitable insurance. Failure of the Supplier to provide such documentation may render BEE to provide, at the Supplier's expense, the requisite insurances.

9. TERMINATION/REJECTION

- 9.1 If the supplier defaults in any of its obligations under the contract, becomes insolvent, has a receiver and/or administrator appointed of its business or is compulsorily or voluntarily wound up or if BEE bona fide believes that such events may occur, BEE shall be entitled to at its discretion without prejudice to any other remedy, to suspend the performance of or terminate the contract and in the event of termination to keep to take possession of any Goods or of any items belonging to BEE and to enter any premises of the Supplier or any sub-Supplier for that purpose. If any Goods do not conform to the Contract on any grounds at all (including without limitation by reason of quality or being unfit for the purpose for which they are required) BEE shall be entitled at its discretion without prejudice to any other remedy to exercise any one or more of the following rights :-

- i) Reject the Goods in whole or in part.
- ii) Permit the Supplier to replace, repair or reinstate the Goods so that they conform to the Contract.

Carry out or have carried out at the Supplier's expense, such work as is, in the absolute opinion of BEE, iii) necessary to conform the Goods to the Contract.

- 9.2 If BEE terminate the Contract, the Supplier shall return to BEE all payments made and if BEE rejects any Goods, the Supplier shall return all payments already made for the rejected Goods. Where on termination BEE elects to keep or take any Goods it shall account to the Supplier for them at a proportion of their price or their value to BEE whichever is less but otherwise no compensation of any kind whatsoever shall be payable to the Supplier on termination or rejection.

10. QUALITY

- 10.1 All Goods shall be of first class merchantable quality, fit for the purpose for which they are intended and in strict compliance with the requirements of the Contract.
- 10.2 Specifications for Goods must be strictly adhered to and in any respect to the appropriate British Standards unless otherwise directed in writing by BEE.

11. WARRANTY AND LIABILITY

- 11.1 The Supplier shall at its own expense make good any defects which under the proper use appear in the Goods during a period beginning on their delivery and ending 12 months after their delivery, or for any other defects period stipulated by BEE in the Order.
- 11.2 Limitation Period for the supplied Goods under the Contract shall be 12 years.

12. LOSS AND INDEMNITY

- 12.1 The Supplier shall compensate BEE in full on demand for all loss, damage or injury to BEE, any claim in respect of loss, damage or injury made against BEE by third parties and any costs and expenses arising in connection with them which result from the Supplier's failure to comply with the Contract (whether negligent or otherwise) and in particular resulting from any defect in the Goods or their materials, construction, workmanship or design (to the extent that the Supplier is responsible for design) or any claim that any Goods prepared or supplied under the Contract except exclusively in accordance with a design or instruction given by BEE infringe or are alleged to infringe the rights of any third party claimed under or in connection with any patent, registered design, copyright, intellectual or otherwise, or breach of confidence.
- 12.2 The Supplier shall be at all times fully and adequately insured with a reputable insurer against all insurable liability under the contract.
- 12.3 The Supplier shall provide on demand, by BEE, adequate documented evidence that suitable insurance cover is in place.
- 12.4 Failure of the Supplier to demonstrate adequate insurance cover may render BEE to provide, at the Supplier's expense, the requisite insurances.
- 12.5 The Supplier shall provide all facilities, assistance and advice required by BEE or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Suppliers performance or purported performance of, or failure to perform the Contract.
- 12.6 Should the Supplier request, and BEE agree, that BEE provide for the suppliers use, in the furtherance of the Contract, items of equipment and/or materials and/or fuel and/or services, then all and any costs and charges associated with such provisions will be actioned by BEE in accordance with clauses 5.2, 5.3 and 5.4 hereof and be deducted from any payments due to the Supplier.

13. DESIGN

- 13.1 The Goods, all patterns, designs, drawings and other documents prepared in connection with the Order or the Contract, or supplied to BEE and copyright and design right in those documents shall belong to BEE.
- 13.2 The Supplier shall use all drawings and documents only for purposes of the Contract and shall return them carriage paid to BEE on BEE's request at any time or if no request is made, on the completion of the Contract.
- 13.3 The Supplier shall be responsible for any and all errors, omissions in any drawings, calculations or particulars supplied by it, whether or not such information has been approved by BEE.

14. CONFIDENTIALITY

- 14.1 The Supplier shall not at any time, whether before or after termination of the Contract, divulge or use any unpublished technical information deriving from BEE, or any other confidential information in relation to BEE's affairs, or business, or method of carrying on business.
- 14.2 The Supplier shall not copy, reproduce, use for any unauthorized purpose, or part with possession of any drawings, documents or other materials made available by BEE, or conduct an unauthorized examination of any such material and shall promptly return all such drawings, documents or materials (and copies thereof whether authorized or not) to BEE on request at any time.

15. STATUTORY AND OTHER REQUIREMENTS

- 15.1 The Supplier undertakes that the Goods are safe and without risk to health when properly used and comply in all respects with all legal obligation in force at the date of delivery.
- 15.2 The Supplier shall provide in respect of the Goods such information about the use of them as is required by the legal obligations and enables BEE to comply with them so far as it is required to do so by LAW, and proper evidence of all tests and examinations and research make in compliance with Legal Obligations.

16. ASSIGNMENT AND SUB-LETTING

- 16.1 The Supplier shall not sign (without first obtaining BEE's written consent) or sub-let the Contract in whole or in part and it shall be a condition of any such consent to any sub-letting of the Contract that the Supplier shall:-
 - Ensure and be responsible for the compliance by any sub-contractor/supplier with the terms and conditions i) of the Contract.
 - ii) Include in the sub-contract, provisions consistent with these conditions. iii) Furnish BEE with copies of any sub-contract upon BEE's request, at any time.

17. LAW AND JURISDICTION

- 17.1 This Contract shall be governed by English Law and the Supplier consents to the exclusive jurisdiction of English Courts in all matters regarding it except to the extent that BEE invokes the jurisdiction of the courts of another country. Without exception and in all instances the language of the Contract is English.

18. NOTICES

- 18.1 All notices and other communications hereunder shall be in writing and shall be deemed to have been duly given; when delivered, if delivered by messenger during normal business hours of the recipient; when sent, if transmitted by telex or facsimile transmission (receipt confirmed) or electronically during normal business hours of the recipient, or on the third business day following mailing, if mail by certified or registered mail, postage pre-paid, in each case addressed to the address as set out in the Contract.

19. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

- 19.1 The Order is for the Sole benefit of the parties to the Order. Any terms which makes reference to a third party is not constructed as a term purporting to confer a benefit upon such third parties. Nothing in the Order confers or purports to confer on any third party any benefit or right to enforce any term of the Order.